

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
ATTN: DOCKETING DEPARTMENT
101 EXECUTIVE CENTER DRIVE
POST OFFICE DRAWER 11649
COLUMBIA, SOUTH CAROLINA 29211
OFFICE # (803) 896-5100 FAX # (803) 896-5199

2008-152-T
191984

CLASS E (HHG)DATE March 10, 2008

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND
NECESSITY FOR OPERATION OF MOTOR VEHICLE CARRIER

Application is hereby made for a Certificate of Public Convenience and Necessity, in accordance with the provision of S.C. Code Ann., § 58-23-10, et seq. (1976), and amendments thereto.

1. Name under which business is to be conducted (corporation, partnership, or sole proprietorship, with or without trade name.)

Cardinal Moving & Storage, Inc.

2. (a) Street Address of Applicant 2708 Shop Road, Columbia, SC 29209 (South Carolina location)

(b) Mailing address, if different from street address 1215 North 23rd St., Wilmington, NC, 28402 (corporate headquarters)

(c) Telephone Number (910) 762-6661 Fed ID

3. If incorporated, a copy of Articles of Incorporation must be attached. (If incorporated outside of S.C., need S.C. Secretary of State "Foreign Corporation" Certificate.)

Articles of Incorporation attached hereto as Exhibit "A". Foreign Corporation Certificate is attached hereto as Exhibit "B".

4. If a corporation, names and addresses of two principal officers will be sufficient.

Richard A. Ross, Chief Executive Officer (sole principal officer) of Cardinal Moving & Storage, Inc.

5. (a) Class E – the proposed rates and charges for service, rules and regulations governing same are included herewith, as set forth on Exhibit "C".

6. The proposed communities to be transported and the area to be served, as set forth on Exhibit "D" included herewith.
7. The proposed list of equipment is as per Exhibit "E" included herewith.
8. Applicant proposes to operate service applied for as follows: (Check one)
(a) Intrastate Only ☒ (b) Interstate Only ☐

Applicant's service is intrastate and interstate.

9. **IMPORTANT!** If application is to request reinstatement, amend, sale, lease or otherwise transfer a certificate of PC&N, a current annual report shall be on file with the Commission **before** application will be accepted. Annual report form attached for your convenience. **If application is for a NEW CERTIFICATE, DO NOT SUBMIT ANNUAL REPORT.**

Current Annual Report is attached hereto as Exhibit F.

10. Is applicant certified to provide **intrastate** transportation of household goods in another state? Yes ☒ No ☐ (Check one).

If yes, attach a letter from the regulatory agency in the State(s) stating applicant is in compliance with the rules and regulations of said state agency.

Compliance letter from the North Carolina Utilities Commission is attached hereto as Exhibit G.

11. Has applicant been convicted of operating with no **intrastate** household goods authority or failure to abide by the rules and regulations pertaining to the **intrastate** transportation of household goods in this state or any other state?
Yes ☐ No ☒ (Check one).

If yes, list dates and nature of convictions below.

12. Has applicant ever had certificate authorizing the transportation of household goods revoked in this state or any other state? Yes ☐ No ☒ (Check one).

If yes, list dates and reason for revocation below.

13. Applicant is financially able to furnish the services as specified in this Application and submits the following statement of assets and liabilities.

BALANCE SHEET is estimated as of February 28, 2008

**Balance at Time Application is Filed:
Month: March Year: 2008**

Assets:	
Cash	37,648
Receivables	815,375
Real Estate	-
Buildings and Equipment-Net	
Motor Vehicles-Net	261,576
Garage Equipment-Net	35,000
Machinery and Tools-Net	10,000
Supplies on Hand	10,000
Prepays and Other Assets	8,500
Total Assets	1,178,099
Liabilities and Equity:	
Accounts Payable	258,388
Notes Payable	272,251
Mortgages Payable	-
Equipment Obligations	164,785
Accrued Salaries and Wages	12,145
Other Accrued Obligations	-
Other Liabilities	14,302
Total Liabilities	721,871
Capital Stock	73,500
Retained Earnings	382,728
Total Equity	456,228
Total Liabilities and Equity	1,178,099

14. Applicant is familiar with the provision of S.C. Code Ann., §58-23-10, et seq. (1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (Vol.26, S.C. Code Ann., 1976), and R.38-400 through 38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Vol. 23A, S.C. Code Ann., 1976) and amendments thereto, and hereby promises compliance therewith.

STATE OF SOUTH CAROLINA,]
COUNTY OF _____]

I, Richard A. Ross, Chief Executive Officer
(Name of Applicant's Representative) (Title)

of Cardinal Moving & Storage, Inc., the Applicant for the Certificate of Public Convenience and Necessity
(Applicant)
as set forth in the foregoing, swear or affirm that all statements contained in the above Application are true and correct.

SAYRE E. ELLIS
NOTARY PUBLIC
WAKE COUNTY, N.C.
At 4:30

This the 10th day of March 2008
Sayre E. Ellis
(Notary Public)
My Commission Expires: 12/11/2012

[Signature]
(Signature of Applicant's Representative)

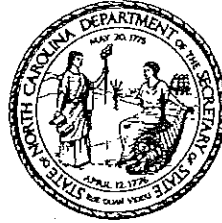
LIST OF EXHIBITS

Exhibit A: Articles of Incorporation
Exhibit B: Foreign Corporation Certificate
Exhibit C: Proposed Rate / Tariff
Exhibit D: Service Area
Exhibit E: List of Equipment
Exhibit F: Annual Report
Exhibit G: Compliance Letter from North Carolina Utilities Commission
Exhibit FWA: Fit, Willing & Able

CLASS E
EXHIBIT A

ARTICLES OF INCORPORATION

STATE OF
NORTH
CAROLINA



Department of the
Secretary of State

To all whom these presents shall come, Greetings:

I, **Rufus L. Edmisten**, *Secretary of State of the State of North Carolina*, do hereby certify the following and hereto attached (1 sheets) to be a true copy of

CHANGE OF REGISTERED OFFICE AND/OR REGISTERED AGENT

OF

CARDINAL MOVING & STORAGE, INC.

the original of which was filed in this office on the 14th day of May 1991.

In Witness Whereof, I have hereunto set my hand and affixed my official Seal.

Done in Office, at Raleigh, this the 14th day of May in the Year of our Lord 1991.



Rufus L. Edmisten

Secretary of State



548



13th day of Feb 19 70
at 3:30 P M
Recorded in Book N
Page 548
Lois C. LeRay, Registrar
New Hanover Co., N. C.

To all to whom these presents shall come, Greeting:

I, Chad Eure, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached (THREE (3) sheets) to be a true copy of

ARTICLES OF INCORPORATION

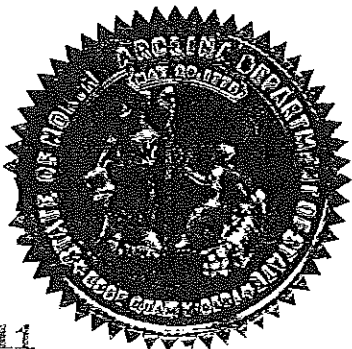
OF

CARDINAL MOVING & STORAGE, INC.

and the probates thereon, the original of which was filed in this office on the 24th day of February 19 70 , after having been found to conform to law.

In Witness Whereof, I have hereunto set my hand and affixed my official seal.

Done in Office, at Raleigh, this 24th day of February in the year of our Lord 19 70.



Secretary of State

By Clyde Smith
Deputy Secretary of State



ARTICLES OF INCORPORATION

OF

CARDINAL MOVING & STORAGE, INC.

TO BE RECORDED WITH
REGISTER OF DEEDS OF
COUNTY OF REGISTERED OFFICE

Office of the

Secretary of State

11

Amended to record
13th day of May, 1970
at 3:34 P. M.
Recorded in Book 11
Page 348
Lois C. LeRay, Registrar
New Hanover Co., N. C.
gpc

549

149928

FILED

FEB 24 11 55 AM 1970

THAD CORE
SECRETARY OF STATE
NORTH CAROLINA

ARTICLES OF INCORPORATION
OF
CARDINAL MOVING & STORAGE, INC.

THIS IS TO CERTIFY THAT WE, the undersigned, do hereby associate ourselves into a corporation under and by virtue of the laws of the State of North Carolina (North Carolina General Statutes, Chapter 55) for such purposes made and provided, and to that end do hereby execute these Articles of Incorporation in the manner and form as follows:

ARTICLE I

The name of the corporation shall be CARDINAL MOVING & STORAGE, INC.

ARTICLE II

The period of duration of the corporation shall be perpetual.

ARTICLE III

The purpose for which the corporation is organized is:

To engage in any lawful activity, including but not limited to, the establishment, maintenance and operation of a moving, transfer and storage business; to engage and operate in any and all types of moving and transfer of all types of properties and the storage thereof and any and all allied enterprises; to purchase, hold, own, lease, encumber, sell and otherwise acquire or dispose of all kinds of property, both real and personal and choses in action; to borrow and lend money and to execute and deliver any and all necessary types of collateral; to buy, sell and hold shares of its own capital stock and that of any and all other corporations, and to vote any stock owned by it the same as a natural person might do; to buy and acquire real and personal property as well as stock and bonds and other intangibles and to invest and reinvest the same in any lawful manner; and in general to do and

perform such acts and things and transact such business and to enter into any and all types of business not inconsistent with the law or the By-laws of this corporation, in any ways that the Board of Directors may deem to the best interest of the corporation, and to do and perform all things necessary to the advantage of the corporation. The corporation shall have all powers to carry out the foregoing as are set forth in North Carolina General Statutes, Chapter 55-17, and as the same may be amended.

ARTICLE IV

The corporation shall have authority to issue one thousand (1,000) shares with a par value of ONE HUNDRED (\$100.00) DOLLARS each, but the corporation may organize and begin business whenever two (2) shares of stock have been subscribed *and paid for*.

ARTICLE V

The address of the initial registered office of the corporation is: 317 Chestnut Street, Wilmington, New Hanover County, North Carolina 28401; and the initial registered agent at such address is Richard G. Pratt.

ARTICLE VI

The number of the directors shall be as fixed by the By-laws not to exceed five (5) and the names and addresses of the persons who are to serve as directors, constituting the initial Board of Directors, until the first meeting of the shareholders or until their successors are elected and qualified are:

Richard G. Pratt
317 Chestnut Street
Wilmington, North Carolina

Paul McDaniel
317 Chestnut Street
Wilmington, North Carolina

ARTICLE VII

The names and addresses of the incorporators are:

Richard G. Pratt
317 Chestnut Street
Wilmington, North Carolina

Paul McDaniel
317 Chestnut Street
Wilmington, North Carolina

IN WITNESS WHEREOF, we have hereunto set our hands and seals,
this 23 day of February, 1970.

R.G. Pratt (SEAL)
Richard G. Pratt
Paul McDaniel (SEAL)
Paul McDaniel

STATE OF NORTH CAROLINA :

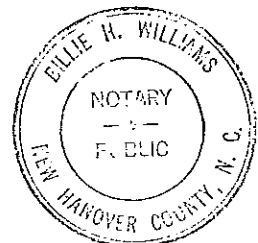
COUNTY OF NEW HANOVER :

I, *Billie H. Williams*, a Notary Public in and for
the State and County aforesaid, do hereby certify that RICHARD G. PRATT and
PAUL^{J.} MCDANIEL, each personally appeared before me this date and acknowledged
the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this 23 day of February,
1970.

Billie H. Williams
Notary Public

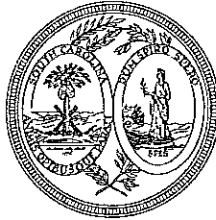
My commission expires: 4-22-70



CLASS E
EXHIBIT B

FOREIGN COPRORATION CERTIFICATE

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

CARDINAL MOVING & STORAGE, INC.,
a corporation duly organized under the laws of the state of NORTH CAROLINA
and issued a certificate of authority to transact business in South Carolina on
March 17th, 1995, has on the date hereof filed all reports due this office, paid all
fees, taxes and penalties owed to the Secretary of State, that the Secretary of
State has not mailed notice to the Corporation that its authority to transact
business in South Carolina is subject to being revoked pursuant to Section 33-
15-310 of the 1976 South Carolina Code, and no application for surrender of
authority to do business in South Carolina has been filed in this office as of the
date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
13th day of March, 2008.

A handwritten signature in cursive script that reads "Mark Hammond".
Mark Hammond, Secretary of State

Note: This certificate does not contain any representation concerning fees or taxes owed by the Corporation to the South Carolina Tax Commission or whether the Corporation has filed the annual reports with the Tax Commission. It is important to know whether the Corporation has paid all taxes due to the State of South Carolina, and has filed the annual reports, a certificate of compliance must be obtained from the Tax Commission.

CLASS E
EXHIBIT C

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

**POST OFFICE DRAWER 11649
COLUMBIA, SOUTH CAROLINA 29211**

Cardinal Moving & Storage, Inc.

(APPLICANT)

1215 North 23rd St., Wilmington, NC, 28402 (corporate headquarters)

(ADDRESS)

Proposed Rates and Charges for Service

And Rules and Regulations Governing Same Are As Follows:

South Carolina Tariff Bureau, Inc. Motor Freight Tariff No. 5.

**CLASS E
EXHIBIT D**

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

**Post Office Drawer 11649
Columbia, South Carolina 29211**

Cardinal Moving & Storage, Inc.
(APPLICANT)

1215 North 23rd St., Wilmington, NC, 28402 (corporate headquarters)

(ADDRESS)

Over Irregular Routes:

Commodities to be Transported and Area to be Served:

Household Goods, as Defined in R. 103-210(1):

Area to be Served: (List counties in detail)

Between points and places in South Carolina.

Cardinal Moving & Storage, Inc.
(Applicant)

Date: 3/10/2008


By

Chief Executive Officer
Title

CLASS E
EXHIBIT E

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

DESCRIPTION OF EQUIPMENT

Make / Model	Year	Vin #	Empty Weight	Carrying Capacity
Int'l 4900	1993	1HTSDPNN6PH479629	18K	32K
Int'l 4900	1993	1HTSDPNN4PH479628	18K	32K
Int'l 4900	1995	1HTSDAANXSH628460	18K	32K
Int'l S1900/1954	1986	1HTLDUXP3GHA36083	17.5K	32K
Int'l 4900	1996	1HTSDAAN2TH357797	18K	32K
Isuzu Straight	1991	JALH6A1NOM3101771	8K	14K
Int'l SS9V4	1988	1HTLDZZPOJH585206	17.5K	32K
Freightliner	1987	1FUEYRYB5HH298222	16K	65K
Isuzu NPR	1995	JALC4B1K3S7021141	8K	32K
Volvo	1997	4V4WDBRH4VN734061	17.5K	65K
Kentucky	1987	1KKVF4827HL080155	N/A	N/A
Kentucky	1990	1KKVE4828LL087742	N/A	N/A
Kentucky	1979	57857	N/A	N/A
Kentucky	1976	51189	N/A	N/A
Kentucky	1998	1KKVF5024WL112624	N/A	N/A
Kentucky	1987	1KKVE4825HL078990	N/A	N/A
Chev Pickup	2002	2GCC19W721332437	N/A	N/A
Ford Flatbed	1994	1FDNK72C8RVA30164	13K	19K
Chev Pickup	2003	2GCEC19X831169338	N/A	N/A
Ford F150	2004	2FTRX17204CA28041	N/A	N/A
Mercury Marquis	1997	2MELM75W9VX728902	N/A	N/A
Chevrolet StepVan	1988	1GCHP32J3339772	N/A	N/A
Int'l Straight Truck	1987	1HTLDUXP7HH513483	17.5K	32K
KY 42' (refurb)	1978	55846	N/A	N/A
Int 4900	1997	1HTSCAANOVH497451	18K	32K
KY (Open Side Trailer)	1983	1KKVE482ODL000126	N/A	N/A
GMC Savana Pack Van	1997	1GTFG25R4V1073558	N/A	N/A
International 1954	1985	1HTLDUXP1FHA32774	17.5K	32K
International 9670	1985	1HSRDJSR6FH618233	16K	65K
International 9700	1992	1HSRKGARONH448021	16K	65K
International 9600	1994	1HSRDMR8RH553230	16K	65K
KY 35' Drop Frame	1972	42254	N/A	N/A
KY 42' Drop Frame	1978	55851	N/A	N/A
KY 48' Flat Floor (Lease)	1980	60159	N/A	N/A
KY 45' Flat Floor (Lease)	1987	1KKVE4822HL078980	N/A	N/A
KY 48' Flat Floor (Lease)	1986	1KKVE4822GL076757	N/A	N/A
KY 48' Flat Floor (Lease)	1987	1KXVE4729HL080341	N/A	N/A
International 4300 HD Truck	1998	1HTSCAAL1WH515276	16.5K	24K
International 4300 HD Truck	1998	1HTSCAAL3WH515277	Not in service	Not in service
Freightliner FL70 (30' Box)	1999	1FV6HJBC9XHA52052	Not in service	Not in service
Freightliner FLC120	2000	1FUYSZYB8LYA88888	18.3k	65k
International 4700	1996	1HTSCAAM9TH312141	Not in service	Not in service
International 4700	2000	1HTSCABM2YH253858	15K	24K
International 4700	1999	1HTSCAAM8XH688979	15K	24K
International 4700	1999	1HTSCAAM7XH688687	17K	24K

International 4700	2000	1HTSCABMXYH294951	17K	24K
International 4700	1992	1HTSAZRM6NH447346	17K	24K
International 4700	2001	1HTSCAAM61H381172	Not in service	Not in service
International 4700	2000	1HTSCABM0YH228621	17K	24K
International 4700	2001	1HTSCAAM81H379388	17K	24K
Chev	1995	J8BK7A121S3200971	17K	24K
Isuzu	1995	JALC4B1K8S7010040	15K	24K
Ford	1991	1FDYR9OL3MVA19458	16K	65K
Int'l	1994	1HSRKEMR3RH592152	17.5K	65K
Int'l	1999	1HTSCAAN9XH595428	18.5K	32K
Int'l	1999	1HTSCAAMOXH667432	16.9K	25.9K
Freightliner	1999	1FV6GJAC1XHB88132	16.9K	25.9K
Freightliner	1999	1FV6GJAC3XHB88133	16.9K	25.9K
Int'l	1994	1HTSCPLL3RH564144	N/A	N/A
Great Dane	1989	1GRAA9629KB123307	N/A	N/A
Dorsey	1986	1DTV51X24GA174699	N/A	N/A
KY	1999	1KKVE5126XL116368	N/A	N/A
KY	1999	1KKVE5124XL116367	N/A	N/A
KY	1999	1KKVE5126XL116366	N/A	N/A
KY	1999	1KKVE5128XL114721	N/A	N/A
KY	1988	1KKVE4722JL081739	N/A	N/A
SE214L0656D5	1982	1KKVE4528CL001155	N/A	N/A
KY	1984	1KKVE4525ELO69755	N/A	N/A
Matlock	1973	T0955	N/A	N/A
KY	1985	1KKVE4824FL073261	N/A	N/A
KY	1984	1KKVE4823EL069491	N/A	N/A
KY	1977	53925	N/A	N/A
KY	1998	1KKVE5026WL111798	N/A	N/A
Int'l 4700	1996	1HTSCAAN8TH388541	18K	32K
Freightliner	1997	2FUYDDYB6VA698803	18K	65K
Mitsubishi	1999	JW6AAE1H5XL001253	9K	14K
Freightliner	1998	1FUYDSEB3WL896257	18K	65K
Freightliner	1998	1FUYDSEBXWL886311	18K	65K
Freightliner	1999	1FUYDDYBXXLB63036	18K	65K
Freightliner	2000	1FUYSSSEB6YLB23407	18K	65K
Freightliner	2000	1FUYSYB2YL787494	18K	65K
Freightliner	2000	1FUYSSSEB8XLA54864	18K	65K
Mack	1999	VG6BA07A5XB601127	16K	24K
Mack	1998	VG6BA07AXWB600926	16K	24K
Mack	1999	VG6BA07A1XB601125	16K	24K
Int 4900	1998	1HTSCAAN8XH622117	17.5K	32K
Kentucky	1999	1KKVE4824KL084397	N/A	N/A
Kentucky	1999	1KKVE5127VL108566	N/A	N/A

Cardinal Moving & Storage, Inc.

(Applicant)

Date: 3/10/2008


(Applicant's Representative)

Chief Executive Officer
(Title)

EXHIBIT FWA

Name: Cardinal Moving & Storage, Inc.

Address: 1215 North 23rd St., Wilmington, NC, 28402 (corporate headquarters)

Telephone No. (910) 762-6661

Fax No. (910) 762-5555

U.S.D.O.T. No. N

ICC No.

1. Does Applicant have a Safety Rating from the U.S.D.O.T.?

Yes ☐ No ☒ Pending ☐ (Submit when received)
(If "yes", indicate rating and provide copy) Satisfactory ☐
Conditional ☐
Unsatisfactory ☐

2. Have any of Applicant's drivers or vehicles been placed "out of service" by Transport Police safety officers in the past twelve (12) months?

Yes ☒ No ☐

3. Are there currently any outstanding judgement(s) against Applicant?

Yes ☐ No ☒
(If "yes", indicate nature of judgement(s).)

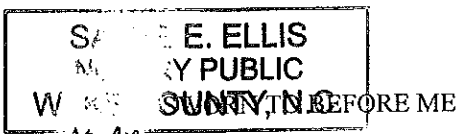
4. Is Applicant familiar with all statutes and regulations, including safety regulations, governing for-hire motor carrier operations in South Carolina and does applicant agree to operate in compliance with these statutes and regulations?


Yes ☒ No ☐

5. Is the Applicant aware of the Commission's insurance requirements and the insurance premium costs associated therewith?

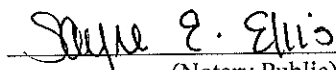
Yes ☒ No ☐

(Note: Applicant has not attached an Insurance Quote, as the Applicant will maintain its current insurance policies which have continuously been in effect, copies of which should be on file with the Office of Regulatory Staff.)




(Applicant's Signature)

This the 10 day of March, 2008


(Notary Public)
My Commission Expires: 12/11/2012

CLASS E
EXHIBIT F

ANNUAL REPORT

CLASS E
EXHIBIT G

**North Carolina Utilities Commission
(compliance w/ rules and regulations)**

NORTH CAROLINA UTILITIES COMMISSION
NCUC HHG NO. 1

LIST OF CARRIERS ISSUED A CERTIFICATE OF EXEMPTION

Cameron, B., & Cameron, Inc., Durham, NC	C-2323
Campbell's Transfer & Storage, Tommy Campbell, d/b/a, Kannapolis, NC	C-1737
Caraway Moving, Inc., Charlotte, NC	C-2305
Cardinal Moving & Storage, Inc., Wilmington, NC	C-1020
Carey Moving & Storage of Asheville, Inc., Arden, NC	C-64
Carolina Classic Transport, LLC, Henderson, NC	C-2304
Carolina Moving Systems, Inc., Concord, NC	C-2405
Carolina Transportation Systems, Inc., Concord, NC	C-2391
Central Moving & Storage, Inc., Sanford, NC	C-2277
Chapel Hill Moving Company, Inc., Chapel Hill, NC	C-2288
Charlotte Metro Moving & Storage, West's Charlotte Transfer & Storage, d/b/a, Charlotte, NC (<i>Canceled 2-5-08</i>)	C-645
Charlotte Van and Storage Co., Inc., Charlotte, NC	C-622
China Grove & Landis Moving, Cecil Campbell, d/b/a, Landis, NC	C-2254
City Transfer & Storage Co., High Point, NC	C-131
Citywide Moving Systems, Inc., Matthews, NC	C-2235
Class Action Movers, Class Action, LLC, d/b/a, North Attleboro, MA	C-2419
CMTR Moving Services, LLC, Huntersville, NC	C-2433
Coastal Carriers Moving & Storage Co., Coastal Carriers, Inc., d/b/a, Wilmington, NC	C-2286
Coastal Moving Company, Inc., Jacksonville, NC	C-617
Coleman American Moving Services, Inc., Midland City, AL	C-2355
Covan World Wide Moving, Inc., Fayetteville, NC	C-473
Croft & Smith Storage Warehouse of North Carolina, Inc., Landing, NJ	C-2058
Crown Moving & Storage, Inc., Fayetteville, NC	C-1011
Custom Moving and Storage, Inc., Fayetteville, NC	C-777

**THE PUBLIC SERVICE COMMISSION
COLUMBIA**

Application for the Sale or Transfer of Certificate of Public Convenience and Necessity

March 10, 2008

TO THE PUBLIC SERVICE COMMISSION:

Cardinal Moving & Storage, Inc., a North Carolina corporation, ("Applicant") the holder of Class E Certificate for Public Convenience and Necessity No. 9662, which authorizes service throughout the State of South Carolina, respectfully informs the Commission that all of the capital stock of Applicant has been acquired by Carolina Relocation Group, LLC, a North Carolina limited liability company. The transfer of capital stock will result in a change of ownership of Applicant, but will not result in the transfer of Certificate No. 9662.

1. (a) Applicant : Cardinal Moving & Storage, Inc.
(b) Address: 1215 North 23rd Street, Wilimington, NC. 28204 (corporate headquarters)
2. (c) Classification (corporation, individual or partnership): Corporation
(d) If a corporation, give date organized, and under laws of what State:
Articles of Incorporation were filed with the Secretary of State of the State of North Carolina on February 24, 1970.
3. The purchaser or transferee submits herewith as Exhibit 1, application for Class E Certificate of Public Convenience and Necessity to conduct the operation as heretofore conducted as set forth above and submits as Exhibits to the Certificate of Public Convenience and Necessity (enclosed) all other requested information including the proposal tariff, which is the same as is now in effect, the proposed route and mileage, which is the same as now in effect; and the proposed list of equipment to be used.
4. The Certificate attached hereto as Exhibit 2, will not be transferred, rather it will be retained by Applicant, the holder of Class E Certificate of Public Convenience and Necessity No. 9662.

5. Are there now any liens, mortgages, or hypothecations in effect over, against, or in any way affecting this Certificate? No.
6. Is the proposed sale or transfer being made in any way for the purposes of hindering, delaying or defrauding creditors? No.

GIVEN under our hand this 10th day of March, 2008.

(Applicant) 

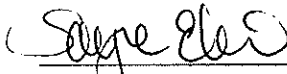
By: Richard A. Ross

Title: Chief Executive Officer

STATE OF North Carolina
County of Wake

I, Sayre E. Ellis, a notary public in and for the State and County aforesaid, do certify that Richard Ross and _____ whose names are hereunto subscribed, personally appeared before me and, cites having been duly sworn, said under oath that all matters set forth in this application are true and correct.

GIVEN under my hand this 10th day of March, 2008.


Notary Public

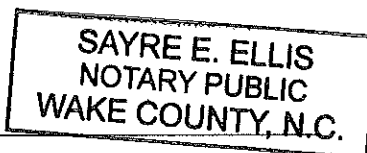


EXHIBIT 1

Class E - Certificate for Public Convenience

EXHIBIT 2

Copy of Certificate No. 9662



**Public Service Commission of South Carolina
Columbia, South Carolina**

Docket No. 1999-459-T
Order No. 2000-0168
Certificate No. 9662-A

CLASS E

**Certificate of Public Convenience and Necessity
For the Operation of
MOTOR VEHICLE CARRIERS**

NAME: CARDINAL MOVING AND STORAGE, INC.
ADDRESS: 997 Chelsea Park, Highway 170, Ridgeland, SC 29936
(Post Office Box 574, Beaufort, SC 29901)

is hereby authorized to furnish motor freight service over irregular routes, as follows:

HOUSEHOLD GOODS, as defined in R.103-210(1):
Between points and places in South Carolina

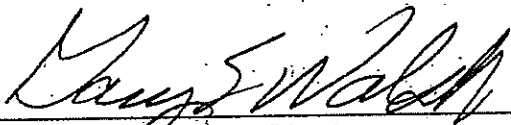
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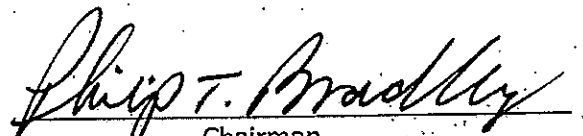
THIS CERTIFICATE is issued upon finding by the Commission, that Public Convenience and Necessity require such operation, under the terms of the Motor Vehicle Carriers' Law (Sections 58-23-10 — 58-23-60 of the South Carolina Code of Laws, 1976, and amendments thereto), and,

CONDITIONED: That all motor vehicles operated by virtue of this Certificate shall be so operated in accordance with the said Motor Vehicle Carriers' Law and the Rules and Regulations issued thereunder, and,

CONDITIONED FURTHER: That neither this Certificate nor the rights granted herein shall be sold, assigned, leased, transferred, mortgaged, pledged, or otherwise hypothecated, unless first approved by the Commission.

DATED at Columbia, South Carolina, this 14th day of March A.D., 2000.


Executive Director


Chairman

STOCK REDEMPTION AGREEMENT

CARDINAL MOVING & STORAGE, INC.

MARCH 10, 2008

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STOCK REDEMPTION AGREEMENT

THIS STOCK REDEMPTION AGREEMENT (this "*Redemption Agreement*" or "*Agreement*") made and entered into this 10th day of March, 2008 by and between CARDINAL MOVING & STORAGE, INC., a North Carolina corporation (the "*Company*"), CARDINAL ACQUISITIONS, INC., a North Carolina corporation ("*Seller*"), W. Watson Barnes, Jr. ("*Barnes*") and Brian J. Bostick ("*Bostick*") owners of all of the outstanding capital stock of Seller (the "*Owners*" and together with the Seller, the "*Seller Group*") and Cardinal Relocation Group, LLC, a Delaware limited liability company ("*CRG*").

RECITALS

WHEREAS, Seller owns all of the issued and outstanding capital stock of the Company, consisting of 735 shares of Common Stock of the Company (the "*Company Shares*");

WHEREAS, Seller desires to sell to Company, all of the Company Shares owned by Seller on the terms and conditions set forth herein;

WHEREAS, simultaneously with the transactions set forth herein, the Company shall issue 16 shares of Company Common Stock (the "*Purchaser Shares*") to CRG for a total purchase price of \$15,000 pursuant to the terms of a Stock Purchase Agreement dated as of the date hereof (the "*Stock Purchase Agreement*") by and between the Company and CRG, in substantially the form attached hereto as Exhibit B;

WHEREAS, also simultaneously with the transaction set forth herein the principals of CRG will loan to the Company an aggregate of \$285,000 pursuant to the terms of a promissory note issued by the Company substantially in the form attached hereto as Exhibit C (each a ("*CRG Note*" and together the "*CRG Notes*"); and

WHEREAS, as a result of the consummation of the transactions contemplated by the Redemption Agreement and the Stock Purchase Agreement, CRG will own all of the outstanding common stock of the Company.

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

ARTICLE I DEFINITIONS

SECTION 1.01 Definitions. Capitalized terms contained in this Redemption Agreement and not otherwise defined by their context are defined in Exhibit A attached hereto and incorporated by this reference.

SECTION 1.02 Singular/Plural; Gender. Where the context so requires or permits, the use of the singular form includes the plural, the use of the plural form includes the singular, and the reference to any gender includes all genders, as applicable.

ARTICLE II

BASIC TRANSACTION

SECTION 2.01 General. On and subject to the terms and conditions of this Redemption Agreement, the Company agrees to acquire from Seller, and Seller agrees to transfer to the Company, all of the Company Shares for the consideration specified below in Section 2.02.

SECTION 2.02 Consideration. The Company agrees to pay to Seller at the Closing SEVEN HUNDRED THOUSAND DOLLARS (\$700,000) (the "**Purchase Price**"), subject to the purchase price adjustments set forth in Section 2.06 below, by delivery of the following: (a) a promissory note in the amount of \$521,047.08 to Seller in the form attached hereto as Exhibit E executed by the Company and CRG (the "**Seller Note**"), and subject to the terms and conditions of the certain loan agreement dated as of the date hereof, by and between the Company, CRG, Mid-Atlantic Moving & Storage, Inc. ("**Mid-Atlantic**") and the Seller and attached hereto as Exhibit F (the "**Loan Agreement**") and (b) a promissory note in the amount of \$178,952.92 to Mid-Atlantic in the form attached hereto as Exhibit G (the "**Second Seller Note**" and collectively with the Seller Note, the "**Seller Notes**"), executed by the Company and CRG representing the debt owed by the Company to Mid-Atlantic. In the event that the Purchase Price is adjusted pursuant to Section 2.06 below, the Company, CRG Mid-Atlantic, and each member of the Seller Group agrees to amend and restate the Seller Note or Second Seller Note, as applicable, by adjusting the principal amount and principal and interest payments as necessary, with all other terms and conditions of the Seller Note and/or Second Seller Note remaining the same.

SECTION 2.03 Security Interests. In connection with the Loan Agreement, Seller shall take a second lien position on all vehicles, equipment and accounts receivable of the Company, subject to the terms and conditions of a certain Security Agreement, by and between the Company and the Seller, dated as of the date hereof and attached hereto as Exhibit H (the "**Security Agreement**") and Seller shall take a first priority lien in all of the capital stock of the Company, subject to the terms and conditions of a certain Pledge and Security Agreement, by and between CRG and the Seller, dated as of the date hereof and attached hereto as Exhibit I (the "**Pledge Agreement**")

SECTION 2.04 Closing. The redemption of the Company Shares (the "**Closing**") shall take place remotely via the exchange of documents and signatures, at the offices of Wyrick Robbins Yates and Ponton LLP located at Suite 300, Lake Boone Trail, Raleigh, North Carolina, at 10:00 a.m. on the date hereof (the "**Closing Date**")

SECTION 2.05 Deliveries at the Closing. At the Closing, Seller shall deliver or cause to be delivered to the Company stock certificates representing all of the Company Shares, accompanied by an assignment instrument in the form attached hereto as Exhibit J executed in blank, and the Company shall deliver to Seller the Seller Note and Second Seller Note.

SECTION 2.06 Purchase Price Adjustment.

(a) Projected Closing Balance Sheet. Attached hereto at Schedule 1 is the Company's projected balance sheet as of the Closing Date (the "**Projected Closing Balance Sheet**").

(b) Post-Closing Balance Sheet. The Company shall prepare and deliver to Seller within sixty (60) days following the Closing Date, or such earlier or later date as shall be mutually agreed to by Seller and the Company, a Post-Closing Balance Sheet (the "**Post-Closing Balance Sheet**") prepared in accordance with GAAP, consistent in format with the Projected Closing Balance Sheet and in reasonable detail showing the Company's calculation of Closing Working Capital (as defined below), Closing Non-Current Liabilities (as defined below), BB&T Loan Amount (as defined below) and InterCompany Debt (as defined in Exhibit A).

(i) Acceptance Period; Delivery of Dispute Notice. Seller will, within the fifteen (15) day period (the "**Acceptance Period**") following receipt thereby of such Post-Closing Balance Sheet, notify the Company of its acceptance or non-acceptance (as the case may be) of the Post-Closing Balance Sheet and the calculations reflected thereon. If no such notice is delivered to the Company by Seller within the Acceptance Period, the Post-Closing Balance Sheet and the calculations of the therein will be deemed to have been accepted by the Seller on behalf of all of its shareholders and will be binding upon all of the Parties to this Redemption Agreement for all purposes of this Redemption Agreement. If Seller gives notice (a "**Dispute Notice**") to the Company within the Acceptance Period that Seller does not agree with or otherwise does not accept the calculations reflected in the Post-Closing Balance Sheet, Seller will describe in such Dispute Notice in reasonable detail, the basis for its disagreement. The Company and Seller will endeavor in good faith to resolve all such disagreements within the thirty (30) day period (the "**Negotiating Period**") following the delivery by Seller of such Dispute Notice.

(ii) Determination of Disputes by Neutral Accounting Firm. If the Company, on the one hand, and the Seller, on the other hand, are unable to resolve any disagreements regarding the Post-Closing Balance Sheet and the calculations reflected thereon within the Negotiating Period, then, upon the expiration of the Negotiating Period, any remaining disputes may at any time be referred for resolution, at the election of either Seller, on the one hand, or the Company, on the other hand, to a nationally or regionally recognized accounting firm that is mutually acceptable to the Company and Seller (the "**Neutral Accounting Firm**"). The Neutral Accounting Firm will investigate only those items which are in dispute and will not assign a value to any item that is (A) greater than the greatest value for such item claimed by either of the Company, on the one hand, or Seller, on the other hand, or (B) lower than the lowest value for such item claimed by either of the Company, on the one hand, or Seller, on the other hand. The Neutral Accounting Firm's determination will be based only upon written submissions by the Company, on the one hand, and Seller, on the other hand, and not upon an independent review by the Neutral Accounting Firm. The Parties will instruct the Neutral Accounting Firm to render its determination within thirty (30) days of the referral of such matter thereto, and the determination of the Neutral Accounting Firm will be final and binding upon all Parties to this Redemption Agreement for all purposes of this Redemption Agreement. Neither the Company, Seller nor any of either party's respective officers, directors, shareholders, manager or members shall have ex parte communications or meetings with the Neutral Accounting Firm without the prior consent of the Company (in the case of Seller) or Seller (in the case of the Company). The fees and expenses of the Neutral Accounting Firm will be paid by the Party whose calculation or estimate of disputed items on an aggregate basis represents the greatest difference from the Neutral Accounting Firm's determination of those items on an aggregate basis. If, based on the preceding sentence, Seller is liable for the fees and expenses of

the Neutral Accounting Firm, Company may offset such amounts owed against the outstanding principal balance of the Seller Note.

(c) Purchase Price Adjustments.

(i) Working Capital Adjustment. "*Closing Working Capital*" shall be determined by subtracting total current liabilities (excluding for such purpose any amount attributable to the BBT Loan Amount) from total current assets (including for such purpose any amount included under "Other Assets" on the balance sheet). The projected Closing Working Capital of the Company is \$733,441.00. In the event the actual Closing Working Capital, as calculated after the Closing pursuant to the procedures set forth above with respect to the Post Closing Balance Sheet, is less than or greater than \$722,038.00, the Purchase Price will be reduced or increased, on a dollar-per-dollar basis, by the amount of such shortfall or overage, with any such adjustment being automatically set off against or added to the outstanding principal amount of the Seller Note and/or Second Seller Note, as provided herein.

(ii) Non-Current Liabilities Adjustment. The projected liabilities of the Company other than current liabilities, excluding for such purpose the BB&T Loan Amount and the InterCompany Debt (the "*Closing Non-Current Liabilities*"), as presented in the Projected Closing Balance Sheet are \$1,856.50. In the event the actual Closing Non-Current Liabilities, as calculated after the Closing pursuant to the procedures set forth above with respect to the Post Closing Balance Sheet, are anything other than \$0.00, the Purchase Price will be reduced or increased, on a dollar-per-dollar basis, by the amount of such excess or shortage, with any such adjustment being automatically set off against or added to the outstanding principal amount of the Seller Note.

(iii) BB&T Debt Adjustment. The total indebtedness, current and long term, owed by the Company to Branch Banking and Trust (the "*BB&T Loan Amount*"), as set forth on the Projected Closing Balance Sheet, is \$333,635.52. In the event the actual BB&T Loan Amount, as calculated after the Closing pursuant to the procedures set forth above with respect to the Post Closing Balance Sheet, is anything other than \$334,786.00, the Purchase Price will be reduced or increased, on a dollar-per-dollar basis, by the amount of such excess or shortage, with any such adjustment being automatically set off against or added to the outstanding principal amount of the Seller Note; provided that, to the extent any portion of such excess or shortage was included in the amount of an adjustment made pursuant to Sections 2.06(c)(i) or (ii), no such adjustment shall be made pursuant to this Section 2.06(c)(iii) for such portion of the excess or decreased amount.

(iv) InterCompany Debt Adjustment. The InterCompany Debt, as set forth on the Projected Closing Balance Sheet is \$178,952.92. In the event that the actual InterCompany Debt, as calculated after the Closing pursuant to the procedures set forth above with respect to the Post Closing Balance Sheet, is different than the principal amount of the Second Seller Note, if any, the Purchase Price will be reduced or increased, on a dollar-per-dollar basis, by the amount of such increase or decrease, with any such adjustment being automatically set off against or added to the outstanding principal amount of the Seller Note; provided that, to the extent any portion of such excess was included in the amount of an adjustment made pursuant to Sections 2.06(c)(ii), no such adjustment shall be made pursuant to this Section 2.06(c)(iv) for such portion of the excess or decreased amount. The InterCompany Debt existing at Closing as set forth

on the Post Closing Balance Sheet shall be deemed to be converted and exchanged for the debt reflected by the Second Seller Note.

ARTICLE III
REPRESENTATIONS AND WARRANTIES
CONCERNING THE TRANSACTION

SECTION 3.01 Representations and Warranties Regarding Seller. Each party of the Seller Group, jointly and severally, represents and warrants to the Company and CRG that the statements contained in this Section 3.01 are correct and complete as of the date of this Redemption Agreement and as of the Closing Date.

(a) Adequate Information and Sufficient Knowledge. Seller is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to sell the Company Shares to the Company upon the terms and subject to the conditions hereof. Seller has sufficient knowledge and experience in financial, business and tax matters (or has consulted with professional advisors who have such knowledge and expertise) as to be capable of evaluating the sale of the Company Shares and to make an informed decision with respect thereto, and Seller has in fact done so.

(b) Authorization of Transaction. Seller has full power and authority to execute and deliver this Redemption Agreement and the other documents, instruments, certificates and agreements required hereunder and to perform its obligations hereunder and thereunder. This Redemption Agreement and the other documents, instruments, certificates and agreements required hereunder constitute the valid and legally binding obligations of Seller, enforceable in accordance with their respective terms and conditions. Seller does not need to give any notice to, make any filing with, or obtain any authorization, consent or approval of any governmental authority in order to consummate the transactions contemplated by this Redemption Agreement.

(c) Noncontravention. Neither the execution and the delivery of this Redemption Agreement, nor the consummation of the transactions contemplated hereby, shall (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any governmental authority to which Seller is subject, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice under any agreement or other arrangement to which Seller is a party or by which it is bound or to which any of its assets is subject.

(d) Company Shares. As of the date hereof, Seller holds of record and owns beneficially all of the Company Shares that are issued and outstanding on a fully diluted basis, free and clear of any restrictions on transfer (other than any restrictions under the Securities Act and state securities laws, provided that such restrictions do not restrict the transfer of the Company Shares to Company hereunder), Tax, Security Interests, options, warrants, purchase rights, contracts, commitments, claims and demands. Seller is not party to any option, warrant, purchase right or other contract or commitment that could require him to sell, transfer or otherwise dispose of any capital stock of the Company, other than as contemplated by this Redemption Agreement. Seller is not party to any voting trust, proxy, or other agreement or understanding with respect to the voting of any capital stock of the Company.

(e) Release. None of the Company, CRG, or any of their respective directors, officers, shareholders, employees, agents or representatives (the "**Company Parties**") has any liability or obligation to Seller except for the obligations set forth in this Redemption Agreement and the other agreements entered into by Seller as contemplated by this Redemption Agreement, including the Seller Note, Second Seller Note, Loan Agreement, Security Agreement, Pledge Agreement and the Transition and Noncompete Agreement, by and between the Seller Group and the Company, dated as of the date hereof and in substantially the form attached hereto as Exhibit K (the "**Noncompete Agreement**," and collectively the "**Seller Agreements**"). Seller hereby knowingly and unconditionally releases all of the Company Parties from all claims, obligations, liabilities, promises, agreements, controversies, damages, actions, causes of action, rights, demands, losses, debts, contracts, commitments or expenses of every kind and nature which Seller ever had, now has or, to the extent arising from or in connection with any action taken, omission or state of facts existing on or prior to the date hereof, may have against any Company Party, whether asserted, unasserted, absolute, contingent, known or unknown; provided, however, that Seller does not release the Company from any of its obligations under this Redemption Agreement and the Seller Agreements. The parties hereto acknowledge and agree that the release contained in this Section 3.01(e) was bargained for by the Company Parties and that the Company would not have agreed to the terms hereof without the inclusion of the releases contained herein. Each of the Company Parties is a third party beneficiary of this provision.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

CONCERNING THE COMPANY

Each Party of the Seller Group, jointly and severally, represents and warrants to the Company and CRG that the statements contained in this Article IV are correct and complete as of the date of this Redemption Agreement and as of the Closing Date, except as set forth in the disclosure schedule delivered by Seller to the Company and CRG on the date hereof (the "**Disclosure Schedule**"). The Disclosure Schedule will be arranged in sections corresponding to the numbered and lettered Sections contained in this Article IV.

SECTION 4.01 Organization, Qualification, and Corporate Power. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of North Carolina. The Company is qualified to do business in the State of South Carolina and is in good standing under its laws. The Company does not transact business and is not required to be qualified in any jurisdiction other than North Carolina and South Carolina. The Company has full corporate power and authority and all licenses, permits, approvals and authorizations necessary to carry on the business in which it presently proposes to engage and to own and use the properties owned and used by it. Section 4.01 of the Disclosure Schedule lists the directors and officers of the Company. Seller has caused the Company to deliver to CRG correct and complete copies of the charter and bylaws of the Company (all as amended to date). The minute books (containing the records of meetings of the shareholders, the board of directors and any committees of the board of directors), the stock certificate books and the stock record books of the Company are correct and complete in all material respects. The Company is not in default under or in violation of any provision of its charter or bylaws.

SECTION 4.02 Capitalization. The entire authorized capital stock of the Company consists of One Thousand (1,000) shares of Common Stock, \$100.00 par per share, of which 735

shares are issued and outstanding. All of the issued and outstanding shares of Common Stock have been duly authorized, are validly issued, fully paid and nonassessable, were issued in compliance with applicable securities laws, and are held of record by Seller. There are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights or other contracts or commitments that could require the Company to issue, sell or otherwise cause to become outstanding any of its capital stock. There are no outstanding or authorized stock appreciation, phantom stock, profit participation, or similar rights with respect to the Company. There are no voting trusts, proxies or other agreements or understandings with respect to the voting of the capital stock of the Company.

SECTION 4.03 Noncontravention. Except as set forth in Section 4.03 of the Disclosure Schedule, to Sellers' Knowledge, neither the execution and the delivery of this Redemption Agreement, nor the consummation of the transactions contemplated hereby, will (a) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling or other restriction of any governmental authority to which the Company is subject or any provision of the charter or bylaws of the Company, or (b) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which the Company is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Security Interest upon any of its assets). Except as set forth in Section 4.03 of the Disclosure Schedule, the Company is not required to give any notice to, make any filing with or obtain any authorization, consent, or approval of any governmental authority in order for the parties to consummate the transactions contemplated by this Redemption Agreement.

SECTION 4.04 Brokers' Fees. The Company has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Redemption Agreement.

SECTION 4.05 Title to Assets. The Company has good and marketable title to, or a valid leasehold interest in, the properties and assets used by the Company, located on its premises or shown on the Most Recent Balance Sheet (all of which assets are fully listed in Section 4.05 of the Disclosure Schedule). There are no Security Interests on the Company Shares or on any assets or properties of the Company, except for the Security Interests listed in Section 4.05 of the Disclosure Schedule (the "*Permitted Security Interests*").

SECTION 4.06 Subsidiaries. The Company does not have any Subsidiaries.

SECTION 4.07 Financial Statements. Attached hereto as Schedule 4.07 are the following financial statements of the Company (collectively the "*Financial Statements*"): (a) unaudited balance sheets and statements of income as of and for the fiscal years ended December 31, 2006, and December 31, 2007 (the "*Most Recent Fiscal Year End*"); and (b) unaudited balance sheets and statements of income (the "*Most Recent Financial Statements*") as of and for the one (1) month ended January, 31, 2008 (the "*Most Recent Fiscal Month End*"). The Financial Statements have been prepared from the books and records of the Company in accordance with GAAP applied on a consistent basis throughout the periods covered thereby, present fairly the financial condition of the Company as of such dates and the results of operations of the Company for such periods, are correct and complete in all material respects and are consistent in all material respects with the books and records of the Company (which books and records are correct and complete in all

material respects); provided, however, that the Most Recent Financial Statements lack footnotes and are subject to normal year-end adjustments that will not be material individually or in the aggregate

SECTION 4.08 Events Subsequent to Most Recent Fiscal Year End. Since the Most Recent Fiscal Year End, there has not been any Material Adverse Change in the assets, properties, business, financial condition, operations, results of operations or prospects of the Company, excluding distributions and pay-outs reflected in this Redemption Agreement. Without limiting the generality of the foregoing, since that date, the Company has not engaged in any practice, taken any action, or entered into any transaction outside the Ordinary Course of Business..

SECTION 4.09 Undisclosed Liabilities. The Company has no Liability (and there is no Basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand against the Company giving rise to any Liability), except for (a) Liabilities set forth on the face of the Most Recent Balance Sheet, and (b) Liabilities which have arisen after the Most Recent Fiscal Month End in the Ordinary Course of Business, none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of contract, breach of warranty, tort, infringement or violation of law, and none of which, as a single item or in the aggregate, would have a Material Adverse Effect on the Company. Except as set forth on Section 4.09 of the Disclosure Schedule, the Seller Note or Second Seller Note, the Company has no InterCompany Debt.

SECTION 4.10 Legal Compliance. To Sellers' Knowledge, the Company has complied in all material respects with all applicable laws, including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings and charges thereunder or with respect thereto, of federal, state, local and foreign governments and all other governmental authorities, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand or notice has been filed or commenced against it alleging any failure so to comply.

SECTION 4.11 Governmental Authorizations. Section 4.11 of the Disclosure Schedule describes all of the licenses, permits, authorizations and approvals issued to the Company by any governmental authority (collectively, the "**Required Licenses**"). The Required Licenses constitute all of the licenses, permits, authorizations and approvals that are used in, necessary or required for the lawful conduct of the business of the Company. Each of the Required Licenses has been duly and validly approved by the applicable governmental authority, is in full force and effect in accordance with its terms on the date of this Redemption Agreement and shall be in full force and effect in accordance with its terms immediately following the Closing. There is no outstanding notice of cancellation or termination or, any threatened cancellation or termination in connection therewith, nor is the Company subject to any restrictions or conditions applicable to the Required Licenses that limit or could limit the operation of the business of the Company, other than restrictions or conditions generally applicable to licenses of such type. The Company is not in default in any material respect under the terms and conditions of any Required License, and there is no Basis for any claim of default by the Company in any material respect under any such Required License. Subject to applicable law, all of the Required Licenses are free and clear from all Security Interests, claims and encumbrances of any nature whatsoever.

SECTION 4.12 Tax Matters.

(a) The Company has timely filed all Tax Returns that it was required to file. All such Tax Returns were and are correct and complete in all material respects. All Taxes owed by

the Company (whether or not shown on any Tax Return) have been paid. Except as disclosed in Section 4.12 of the Disclosure Schedule, the Company is not the beneficiary of any extension of time within which to file any Tax Return. No claim has ever been made by an authority in a jurisdiction where the Company does not file Tax Returns that it is or might be subject to taxation by that jurisdiction. There are no Security Interests on any of the assets of the Company that arose in connection with any failure (or alleged failure) to pay any Tax.

(b) Without limiting the generality of Section 4.12(a) above, the Company has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, shareholder or other third party.

(c) Neither the Company nor any director or officer (or employee responsible for Tax matters) of the Company expects any governmental authority to assess any additional Taxes for any period for which Tax Returns have been filed. There is no dispute or claim with or by any governmental authority concerning any Tax Liability of the Company. The Company has delivered to CRG correct and complete copies of all federal, state and local income Tax Returns, examination reports, and statements of deficiencies assessed against or agreed to by the Company since January 1, 2005. The Company has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(d) The Company has not filed a consent under Code Section 341(f) concerning collapsible corporations. The Company has not made any payments, is not obligated to make any payments and is not a party to any agreement that under certain circumstances could obligate it to make any payments that shall not be deductible under Code Section 280G. The Company has disclosed on its federal income Tax Returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Code Section 6662. The Company is not a party to any Tax allocation or sharing agreement. The Company (i) has not been a member of an Affiliated Group filing a consolidated federal income Tax Return, and (ii) has no Liability for the Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise.

SECTION 4.13 Real Property. The Company owns no real property. Section 4.13 of the Disclosure Schedule lists and describes briefly all real property leased or subleased to the Company (collectively, the "Real Property," and such leases and subleases, the "Leases"). Seller has caused the Company to deliver to CRG correct and complete copies of the Leases. With respect to such Leases:

(a) the Leases are legal, valid, binding, enforceable, and in full force and effect in all material respects on and after the Closing Date;

(b) the transactions contemplated by this Redemption Agreement do not require the consent of any other party to such Lease;

(c) to Seller's knowledge, there are no adverse zoning, building or land use codes or rules, ordinances, regulations or other restrictions relating to zoning or land use that currently or may prospectively restrict in a material manner the use of all or any portion of the Real Property, including the plant and structures thereon, for the conduct thereon of the Company's business as presently conducted;

(d) the Company has performed in all material respects all obligations imposed on it under each of the Leases, and neither the Company nor, to Seller's knowledge, any other party thereto is in default thereunder in any material respect, nor is there any event that, with the giving of notice or lapse of time or both, would constitute a material default thereunder by the Company or, to Seller's knowledge, any other party thereto. The Company has not received notice that any party to any such Lease intends to cancel, terminate, or refuse to renew the same or to exercise or decline to exercise any option or other right thereunder. There are no disputes or forbearances in effect as to any of the Leases. The Company is not in default under any covenant, condition, restriction, easement, right-of-way, or governmental approval relating to the Real Property which default could reasonably be expected to have a material adverse effect on the Company's business;

(e) to Seller's knowledge, there are no material structural defects in the improvements on the Real Property. To Seller's knowledge, the plant, structures and mechanical systems owned, leased or used by the Company are in good operating condition and repair, normal wear and tear excepted, are suitable for the uses to which they are being put, and comply in all material respects with applicable building, zoning, safety, and other laws, regulations and codes; and

(f) the Company has timely performed all repair, maintenance and replacement obligations under each of the Leases and has done so in a good and workman-like manner and in compliance in all material respects with applicable building, zoning, safety, and other laws, regulations and codes.

(g) the Company replaced the HVAC system for the Wilmington property on February 16, 2004 and the HVAC for the Charlotte property on Tar Heel Road on March 30, 2004.

SECTION 4.14 Intellectual Property.

(a) The Company owns or is validly licensed or otherwise has the right to use pursuant to license, sublicense, agreement or permission all Intellectual Property used in, necessary or desirable for the operation of its business as presently conducted and as presently proposed to be conducted. Each item of Intellectual Property owned or used by the Company immediately prior to the Closing hereunder shall be owned or available for use by the Company on identical terms and conditions immediately subsequent to the Closing hereunder without premium, penalty or restriction. The Company has taken all necessary action to maintain and protect each material item of Intellectual Property that it owns or uses. Section 4.14 of the Disclosure Schedule identifies each trademark and service mark, including each unregistered trademark and tradename used by the Company, and each item of Intellectual Property that any third Person owns and that the Company uses pursuant to license, sublicense, agreement or permission other than off-the-shelf software. The Company has no patents or registrations, or pending patents or applications for registration.

(b) To Sellers' Knowledge, the Company has not interfered with, infringed upon, misappropriated or otherwise come into conflict with any Intellectual Property rights of third Persons, and the Company and the directors and officers (and employees with responsibility for Intellectual Property matters) of the Company have never received any charge, complaint, claim, demand or notice alleging any such interference, infringement, misappropriation or violation (including any claim that the Company must license or refrain from using any Intellectual Property rights of any third party). To the Knowledge of Seller, no third Person has interfered with, infringed upon, misappropriated or otherwise violated any Intellectual Property rights of the Company.

SECTION 4.15 Tangible Assets. The Company owns or leases all buildings, machinery, vehicles, equipment and other tangible assets ("*Tangible Assets*") used in or necessary or required for the conduct of its business as presently conducted and as presently proposed to be conducted. Each such Tangible Asset is free from material defects (patent and latent), has been maintained in accordance with normal industry practice, is in good operating condition and repair, subject to normal wear and tear, and is suitable for the purposes for which it presently is used and presently is proposed to be used. Section 4.15 of the Disclosure Schedule includes a list of all the Tangible Assets owned by the Company with a fair market value or book value of \$500.00 or more and all Tangible Assets leased by the Company. Upon consummation of the transactions contemplated by this Redemption Agreement, after the Closing the Company shall retain ownership of all of the assets that it owned prior to the Closing; provided, however, that the Company will transfer title and ownership to Seller of the three (3) trucks whose vehicle identification numbers are set forth on Section 4.15 of the Disclosure Schedule.

SECTION 4.16 Contracts. Section 4.16 of the Disclosure Schedule lists all written contracts and other written agreements to which the Company is a party.

(a) The Company has delivered or made available to CRG a correct and complete copy of each written agreement required to be listed in Section 4.16 of the Disclosure Schedule (as amended to date) and a written summary setting forth the terms and conditions of each agreement referred to in Section 4.16 of the Disclosure Schedule. With respect to each such agreement: (i) the agreement is legal, valid, binding, enforceable and in full force and effect in all material respects; (ii) the agreement shall continue to be legal, valid, binding, enforceable and in full force and effect in all material respects on identical terms following the consummation of the transactions contemplated hereby; (iii) no party is, in any material respect, in breach or default, and no event has occurred which with notice or lapse of time would constitute such a breach or default, or permit termination, modification or acceleration, under the agreement; and (iv) no party has repudiated any material provision of the agreement.

SECTION 4.17 Notes and Accounts Receivable. All notes and accounts receivable of the Company are reflected properly on the books and records of the Company, are valid receivables subject to no setoffs or counterclaims, are current and will be collected in accordance with their terms at their recorded amounts, subject only to the reserve for bad debts set forth on the face of the Most Recent Balance Sheet, as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of the Company. To Sellers' Knowledge, such reserve for bad debts is, and will be as of the Closing, adequate and sufficient.

SECTION 4.18 Powers of Attorney. There are no outstanding powers of attorney executed on behalf of the Company.

SECTION 4.19 Insurance.

(a) Section 4.19 of the Disclosure Schedule sets forth the following information with respect to each insurance policy (including policies providing property, casualty, liability and workers' compensation coverage and bond and surety arrangements) to which the Company has been a party, a named insured or otherwise the beneficiary of coverage at any time within the past three (3) years: (i) the name, address and telephone number of the agent; (ii) the name of the insurer, the name of the policyholder and the name of each covered insured; (iii) the policy number and the period of coverage; (iv) the scope (including an indication of whether the coverage was on a

claims made, occurrence or other basis) and amount (including a description of how deductibles and ceilings are calculated and operate) of coverage; and (v) a description of any retroactive premium adjustments or other loss-sharing arrangements.

(b) With respect to each such insurance policy: (i) the policy is legal, valid, binding, enforceable and in full force and effect in all material respects; (ii) the policy shall continue to be legal, valid, binding, enforceable and in full force and effect in all material respects on identical terms following the consummation of the transactions contemplated hereby; (iii) neither the Company nor any other party to the policy is in breach or default in any material respect (including with respect to the payment of premiums or the giving of notices), and no event has occurred which, with notice or the lapse of time, would constitute such a breach or default, or permit termination, modification or acceleration, under the policy; and (iv) no party to the policy has repudiated any material provision thereof. Section 4.19 of the Disclosure Schedule describes any self-insurance arrangements affecting the Company.

SECTION 4.20 Litigation. Section 4.20 of the Disclosure Schedule sets forth each instance in which the Company (a) is subject to any outstanding injunction, judgment, order, decree, ruling or charge, or (b) is or has been within the last three (3) years, a party or, to Seller's Knowledge, is threatened to be made a party to any action, suit, proceeding, hearing or investigation of, in, or before any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction or before any arbitrator. None of these actions, suits, proceedings, hearings and investigations could result in any Material Adverse Change in the assets, properties, business, financial condition, operations, results of operations or prospects of the Company. None of Seller, the Company and the directors and officers (and employees with responsibility for litigation matters) of the Company has any reason to believe that any such action, suit, proceeding, hearing or investigation may be brought or threatened against the Company.

SECTION 4.21 Guaranties. The Company is not a guarantor nor is it responsible for any liability or obligation (including indebtedness) of any other person or entity.

SECTION 4.22 Employees. To Seller's Knowledge, except as set forth on Section 4.22 of the Disclosure Schedule, no employee has any plans to terminate employment with the Company. The consummation of the transactions contemplated under this Redemption Agreement will not cause CRG or the Company to incur or suffer any Liability relating to, or obligations to pay, any bonuses, fees, incentives or other payments to any Person, including any employees, officers, directors, agents, consultants or representatives of the Company. The employment of employees of the Company is terminable at will by the Company without Liability, penalty or severance. Notwithstanding anything contained herein to the contrary, neither the Company nor CRG shall be under any obligation to hire or continue the employment of any employees with the Company following the Closing.

SECTION 4.23 Employee Benefits. Except as set forth in Section 4.23 of the Disclosure Schedule:

(a) The Company does not currently participate in or sponsor or has ever participated in or sponsored any employee benefit plans, including, without limitation, any qualified or nonqualified retirement plans, health plans, welfare plans, vacation plans or programs, severance benefits, supplemental retirement, sabbatical, sick leave plans or programs, dental, vision, or medical plans or programs, disability, employee relocation, cafeteria benefit (Code Section 125) or

dependent care (Code Section 129), life insurance or accident insurance plans, programs or arrangements, or related or similar benefits. None of the Company's employee benefit plans is a (A) nonqualified deferred compensation or retirement plan or arrangement, (B) qualified defined contribution retirement plan or arrangement which is an Employee Pension Benefit Plan (as defined in ERISA Section 3(2)), (C) qualified defined benefit retirement plan or arrangement which is an Employee Pension Benefit Plan (including any multiemployer plan), (D) Employee Welfare Benefit Plan (as defined in ERISA Section 3(1)) or material fringe benefit or other retirement, bonus or incentive plan or program for active or former employees. The Company does not have any current obligation to provide any compensation, benefits, incentive or bonus plans to its directors, consultants, or independent contractors.

(b) The Company is in compliance with all of the state and federal rules applicable to the plans set forth in Section 4.23 of the Disclosure Schedule. There is no unfunded liability for accrued benefits, whether or not vested, under any funded employee benefit plan, and all contributions and payments required to be made to or with respect to each employee benefit plan, and all costs of administering them been completely and timely made or paid. The Company may terminate at its discretion at any time any such plans, programs or other arrangements without any further payment or benefit obligations to any current or former employee, officer, director, consultant, or independent contractor. If a plan disclosed in Section 4.23 of the Disclosure Schedule is a retirement plan that is intended to meet the requirements of Section 401(k) of the Code, the Company will terminate such plan before the Closing Date.

SECTION 4.24 Environmental, Health and Safety Matters.

(a) To Sellers' Knowledge, the Company and its predecessors and Affiliates has complied and is in compliance, in each case in all material respects, with all Environmental, Health and Safety Requirements. Without limiting the generality of the foregoing, the Company and its Affiliates has obtained, has complied with, and is in compliance with, in each case in all material respects, all material permits, licenses and other authorizations that are required pursuant to Environmental, Health and Safety Requirements for the occupation of its facilities and the operation of its business; a list of all such material permits, licenses and other authorizations is set forth on Section 4.24(a) of the Disclosure Schedule.

(b) To Sellers' Knowledge, neither the Company nor its Affiliates has received any written notice, report or other information regarding any actual or alleged violation of Environmental, Health and Safety Requirements, or any Liabilities or potential Liabilities (whether accrued, absolute, contingent, unliquidated or otherwise) including any investigatory, remedial or corrective obligations, relating to it or its facilities arising under Environmental, Health and Safety Requirements.

(c) To Sellers' Knowledge, and except as set forth on Section 4.24(c) of the Disclosure Schedule, none of the following exists at any property or facility owned, leased or operated by the Company: (1) underground storage tanks, (2) asbestos-containing material in any friable and damaged form or condition, (3) materials or equipment containing polychlorinated biphenyls, (4) landfills, surface impoundments, or disposal areas, or (5) toxic molds or molds expected to lead to allergic reactions at such levels as would pose a threat to human health.

(d) To Sellers' Knowledge, neither the Company nor its predecessors or Affiliates has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled or released any substance, including, without limitation, any hazardous substance, or owned or operated any property or facility (and no such property or facility is contaminated by any such substance) in a manner that has given or would give rise to material liabilities, including any material liability for response costs, corrective action costs, personal injury, property damage, natural resources damages or attorneys' fees, pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("**CERCLA**") or the Solid Waste Disposal Act, as amended ("**SWDA**") or any other Environmental, Health, and Safety Requirements.

SECTION 4.25 Solvency. Company is not now insolvent and will not be rendered insolvent by any of the transactions contemplated by this Redemption Agreement or the Stock Purchase Agreement. As used in this section, "insolvent" means that the sum of the debts and other probable liabilities of the Company exceed the present fair value of the Company's assets. Immediately after the Closing, (i) the Company will be able to pay its debts and liabilities as they become due in the usual course of business and (ii) the Company will have assets (calculated at the greater of book and fair market value) that exceed its liabilities.

SECTION 4.26 Disclosure. The representations and warranties contained in this Article IV and in Section 3.01 do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained in this Article IV or Section 3.01 not misleading. The materials provided by Seller to CRG in connection with CRG's due diligence review of the Company are accurate and responsive to the requests made by CRG and do not contain any untrue statements of a material fact or knowingly omit any material information that a reasonable person would expect to be provided in connection with a transaction such as the transactions set forth in this Redemption Agreement.

ARTICLE V

PRE-CLOSING COVENANTS

The Parties agree as follows with respect to the period commencing on the date of this Redemption Agreement and ending as of the consummation of the Closing:

SECTION 5.01 General. Without limiting the specific obligations of any Party under any agreement or covenant hereunder, each of the Parties shall use its or his reasonable best efforts to take all action and to do all things necessary, proper or advisable in order to consummate and make effective the transactions contemplated by this Redemption Agreement as soon as practicable after the date hereof, including satisfaction, but not waiver, of the closing conditions set forth in Article VII and Article VIII below.

SECTION 5.02 Notices, Consents and Governmental Approvals. Seller shall cause the Company to give any notices to third parties, and shall cause the Company to use its best efforts to obtain any third party consent that CRG may reasonably request or that is necessary or desirable as a result of the transactions contemplated by this Redemption Agreement. Seller shall cause the Company to give any notices to, make any filings with, and use its reasonable best efforts to obtain and maintain any and all approvals, consents, waivers, registrations, permits, authorizations, clearances and other confirmations required to be obtained from any governmental authority that are necessary to consummate the transactions contemplated hereby.

SECTION 5.03 Conduct of Business of the Company. During the period between the date of this Redemption Agreement and up to and including the Closing Date, Seller will cause the Company to carry on its business in the Ordinary Course of Business, including, without limitation, using commercially reasonable efforts consistent with past practices and policies to preserve intact its present business organization, keep available to services of its present officers and key employees, maintain its assets and preserve its relationships with customers, suppliers and others having regular business dealings with the Company. Seller will cause the Company to promptly notify CRG of any event or occurrence not in the Ordinary Course of Business, and any event or occurrence of which Seller or the Company is aware that reasonably could be expected to have a Material Adverse Effect on the Company.

ARTICLE VI

POST-CLOSING COVENANTS

The Parties agree as follows with respect to the period following the Closing.

SECTION 6.01 General. In case at any time after the Closing any further action is necessary to carry out the purposes of this Redemption Agreement, each of the Parties shall take such further action, including the execution and delivery of such further instruments and documents, as any other Party reasonably may request, all at the sole cost and expense of the requesting Party, unless the requesting Party is entitled to indemnification therefor under Article IX. The Seller Group acknowledges and agrees that from and after the Closing, the Company shall be entitled to possession of all documents, books, records (including Tax records), agreements and financial data of any sort relating to the Company.

SECTION 6.02 Taxes.

(a) The Seller Group and the Company shall cooperate fully in connection with the filing of Tax Returns and any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention and (upon the other parties' request) the provision of records and information that are reasonably relevant to the Company's Tax Returns, and making employees available on a mutually convenient basis to provide additional information and explanation for any material provided hereunder. The Seller Group and Company agree: (i) to retain all books and records with respect to Tax matters pertinent to the Company relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified by Seller or Company, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any Tax authority; and (ii) to give the other party reasonable written notice prior to transferring, destroying or discarding any such books and records and, if the other party or parties so request, Seller or Company, as the case may be, shall allow the other party or parties to take possession of such books and records.

(b) Company and the Seller Group further agree, upon request, to use their best efforts to obtain any certificate or other document from any governmental authority or any other Person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed (including, but not limited to, with respect to the transactions contemplated hereby).

(c) All transfer, documentary, sales, use, stamp, registration and other such Tax arising under North Carolina law, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) arising under North Carolina law and incurred in

connection with consummation of the transaction contemplated by this Redemption Agreement shall be paid by the Seller Group when due, and the Seller Group will, at its own expense, file all necessary tax returns and other documentation with respect to all such Taxes, fees and charges, and, if required by applicable law, Company will, and will cause its Affiliates to join in the execution of any such Tax Returns and other documentation.

(d) The Seller Group at its expense will prepare and file all required federal and state corporate Tax Returns for the periods ending on and before the Closing Date, Seller shall solely be responsible for payment of any resulting tax liability. Seller will provide Company with copies of such proposed returns no less than fifteen (15) days prior to the due date (including extensions) for the filing of such returns and CRG shall have the right to review such returns and to approve them prior to filing, which approval shall not be unreasonably withheld.

(e) The Seller Group shall be liable for and pay, and shall indemnify and hold harmless the Company and CRG against, all Taxes imposed on the Company, or for which the Company or any of its Subsidiaries may otherwise be liable, for any taxable year or period that ends on or before December 31, 2007. Notwithstanding anything to the contrary contained in this Section 6.02(e), the Seller Group shall not be liable for or pay, and Seller Group shall not indemnify or hold harmless the Company and CRG in connection with or arising from, any Tax liability, to the extent such Tax liability is reflected as a liability or reserve for Tax liabilities on the Projected Closing Balance Sheet. The parties hereby acknowledge and agree that any such payment or indemnification by the Seller Group set off against the Seller Notes pursuant to Section 9.08.

SECTION 6.03 Transition. The Seller Group shall not take any action that is designed or intended to have the effect of discouraging any lessor, licensor, customer, supplier or other business associate of the Company from maintaining the same business relationships with the Company after the Closing Date as it maintained with the Company prior to the Closing. Seller shall refer all inquiries relating to the business of the Company to the Company from and after the Closing.

SECTION 6.04 Confidentiality. Each of the Seller Group and CRG shall treat and hold as such all of the Confidential Information, refrain from using any of the Confidential Information except in connection with this Redemption Agreement following Closing, and deliver promptly to the Company or destroy, at the request and option of the Company, all tangible embodiments (and all copies) of the Confidential Information which are in its possession. In the event that any member of the Seller Group is requested or required (by written question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the Seller Group shall notify the Company promptly of the request or requirement so that CRG or the Company may seek an appropriate protective order or waive compliance with the provisions of this Section 6.04. If, in the absence of a protective order or the receipt of a waiver hereunder, the Seller Group is, on the advice of counsel, compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, the Seller Group may disclose the Confidential Information to the tribunal; provided, however, that the Seller Group shall use its best efforts to obtain, at the reasonable request of CRG or the Company, an order or other assurance that confidential treatment shall be accorded to such portion of the Confidential Information required to be disclosed as CRG or the Company shall designate.

SECTION 6.05 Transfer of Government Authorizations. Each of the Seller Group and CRG shall take all necessary actions to obtain all applicable consents, authorizations, approvals, permits and orders required by any governmental authority with respect to the transactions contemplated in this Redemption Agreement, including without limitation, approval of the applicable governmental authority to the transfer of the Class E Certificate for Public Convenience and Necessity (No. 9662) issued by the Public Service Commission of South Carolina, the Certificate of Exemption to Transport Household Goods (No. C-1020) issued by the North Carolina Utilities Commission and Certificate MC-476763-C from the United States Department of Transportation, within ninety (90) days after the Closing Date.

SECTION 6.06 Liquidation Assets. At any time up to and including 270 days after the Closing Date, the Company shall provide liquidation assets or damaged goods to the Seller for disposal, whereby the realized value or sales price of such assets shall be set off against the outstanding principal balance of the Seller Note.

SECTION 6.07 Option to Purchase Mid-Atlantic.

(a) Option Period and Price. Provided there then exists no default or event of default under any of the Seller Note, the Second Seller Note, the Security Agreement, Loan Agreement, Pledge Agreement, or any other documents executed by the parties in connection with this transaction and all sums payable under the Seller Note and Second Seller Note, at any time up to and including eighteen (18) months after the Closing Date ("**Option Period**"), CRG shall have the option to purchase Mid-Atlantic Moving & Storage, Inc., a North Carolina corporation ("**Mid-Atlantic**"), from Seller at a price of \$600,000 and upon terms and conditions as CRG and Seller shall mutually agree (the "**Option**"). CRG may exercise the Option by providing written notice to Seller. Upon exercise of the Option, the Parties shall negotiate in a good faith manner and shall enter into a customary and reasonable form of asset purchase, stock purchase or stock redemption agreement for the acquisition of all of Mid-Atlantic's assets or stock. Upon the exercise of the Option, material terms of the acquisition of Mid-Atlantic will be negotiated in good faith between the parties, including the negotiation of the manner and timing of payment, provided that in no event shall payment extend beyond the third anniversary of the Closing Date.

(b) Conduct of Business of Mid-Atlantic. During the period between the date of this Redemption Agreement and up to and including the first to occur of the termination of the Option Period, or the closing of a transaction that results in the acquisition of all of Mid-Atlantic's stock or assets, the Seller Group (i) will cause Mid-Atlantic to carry on its business in the Ordinary Course of Business, including, without limitation, using commercially reasonable efforts consistent with past practices and policies to maintain ongoing success and continued growth, preserve intact its present business organization, keep available to services of its present officers and key employees, maintain its assets and preserve its relationships with customers, suppliers and others having regular business dealings with the Company (ii) will cause Mid-Atlantic to promptly notify CRG of any event or occurrence not in the Ordinary Course of Business, and any event or occurrence of which the Seller Group or Mid-Atlantic is aware that reasonably could be expected to have a Material Adverse Effect on Mid-Atlantic and (iii) not undertake any transactions, disposals of stock or assets, or any other activities outside of the Ordinary Course of Business without CRG's prior written consent, which shall not be unreasonably withheld or delayed. The Seller Group shall take all actions necessary to maintain Mid-Atlantic as the lessee under its current real property lease.

SECTION 6.08 Noncompetition and Nonsolicitation. In consideration of the Purchase Price received by Seller pursuant to this Redemption Agreement, each member of the Seller Group covenants and agrees as follows::

(a) Each member of the Seller Group hereby covenants and agrees that they will not, for themselves or on behalf of any other Person:

(i) for a period of five (5) years after the date hereof, own or otherwise, directly or indirectly, as an independent contractor, employee, officer, director, trustee, advisor, consultant, agent, partner, joint venturer, proprietor, representative, shareholder, director, manager, lender, investor or otherwise, associate with, engage in or conduct any transactions directly or indirectly related to the Company's Business within the states of North Carolina and/or South Carolina (the "**Restricted Areas**");

(ii) for a period of five (5) years after the date hereof: (A) solicit, call upon or contact any Clients (as defined herein) for the purpose of soliciting and/or selling to any Clients any services or products similar to the Company's Business; (B) solicit, entice, divert, or take away any Client for the purpose of competing with the Company, or attempt to do the same; and/or (C) use any of the Company's Confidential Information in the conduct of any competitive activity;

(iii) for a period of five (5) years after the date hereof, induce or attempt to induce any employee, consultant, sales representative or other independent contractor of the Company (who is then employed or engaged by the Company or who has been employed or engaged by the Company in the prior six months) to (A) terminate such employment, retention or other relationship, (B) accept employment or retention with anyone other than the Company or (C) interfere with the businesses of the Company in any material manner.

(b) Each member of the Seller Group acknowledges and agrees that the Company is and has been doing business throughout the Restricted Areas, and recognizes that the time limits, geographic scope, and the types and limitations of activities set forth hereinabove are reasonable and necessary to protect the legitimate interests of the Company and CRG. It is the desire and intent of the parties that the provisions of this Section 6.07 be enforced to the fullest extent permitted under the laws and public policies of each jurisdiction in which enforcement is sought. If any court determines that any provision of this Section 6.07 is unenforceable because of the duration or geographic scope of such provision, such court will have the power to reduce the duration or scope of such provision, as the case may be, and, in its reduced form, such provision will then be enforceable.

(c) Notwithstanding anything in this Redemption Agreement to the contrary, this Section 6.08 shall not prohibit any member of the Seller Group from owning, operating or participating in the business of Mid-Atlantic in a manner and in the territory conducted in the one year period prior to the Closing Date.

ARTICLE VII
CONDITIONS TO OBLIGATION OF COMPANY TO CLOSE

The obligation of the Company to consummate the transactions to be performed by the Company in connection with the Closing is subject to satisfaction of the following conditions:

SECTION 7.01 Due Diligence. CRG shall have satisfactorily, completed its due diligence review of the Company prior to the Closing, the adequacy of which shall be at the sole discretion of CRG.

SECTION 7.02 Representations and Warranties. All of the representations and warranties made by the Company and the Seller Group in this Redemption Agreement must have been true and correct as of the date of this Redemption Agreement and must be true and correct at and as of the Closing Date with the same force and effect as though such representations and warranties had been made at and as of the Closing Date.

SECTION 7.03 Compliance with Agreement. The Seller Group shall have performed and complied in all material respects with its obligations and covenants under this Redemption Agreement which are to be performed or complied with by the Seller Group prior to or at the Closing.

SECTION 7.04 Third Party Consents and Approvals. Seller shall have caused the Company to procure and deliver to CRG all third party consents specified in Section 3.02. In addition, CRG shall have received confirmation, adequacy of which shall be solely determined by CRG, from North American Van Lines, Inc., Home Direct USA and Exel Inc., that all material agreements with each respective party or any affiliate shall continue in full-force and effect after the Closing Date.

SECTION 7.05 Transition and Noncompetition Agreement. Each member of the Seller Group shall have executed and delivered the Noncompete Agreement.

SECTION 7.06 BB&T Credit Agreement Amendment. The Seller Group and Buyer Group shall have caused the Company to terminate the existing Credit Agreement with Branch Banking and Trust Company and to enter into a new loan agreement in the form attached hereto as Exhibit L (the "*New BB&T Loan Agreement*").

SECTION 7.07 Stock Purchase Agreement. CRG shall have executed and delivered the Stock Purchase Agreement.

SECTION 7.08 Real Property Agreements. The Seller shall have executed, as necessary, and delivered to the Company the following agreements and documents related to real property and leases, (a) a Lease Agreement for the Charlotte facility, in substantially the form attached hereto as Exhibit M (the "*Charlotte Lease*"); (b) a Sublease for the Wilmington facility, in substantially the form attached hereto as Exhibit N (the "*Wilmington Sublease*"); (c) the Property Condition Reimbursement Offset Agreement, dated as of the date hereof, by and among the Company, the Seller Group and CRG in substantially the form attached hereto as Exhibit O (the "*Property Condition Agreement*"); (d) an Amendment to the Warehouse Lease and Landlord Estoppel for the Columbia facility in substantially the form attached hereto as Exhibit P; (e) a Memorandum of Sublease for the Wilmington facility in substantially the form attached hereto as

Exhibit Q; (f) an Amendment to the Lease and Estoppel for the Wilmington facility in substantially the form attached hereto as Exhibit R; (g) a Certificate of Insurance, satisfying the requirements set forth in the Wilmington Sublease, in substantially the form attached hereto as Exhibit S; and, (h) such other documents, agreements or certificates related to the leases or real property interests of the Company that CRG may reasonably request.

SECTION 7.09 North American Van Lines Subordination Agreement. The Owners shall have executed and delivered the Subordination Agreement, dated as of the date hereof, by and between the North American Van Lines, Inc., the Company and the Owners, in substantially the form attached hereto as Exhibit U.

SECTION 7.10 Broker Waiver. The Owners shall have acknowledged and delivered an executed copy of the waiver from Alpha Omega Capital Partners, LLC ("*Alpha Omega*"), in substantially the form attached hereto as Exhibit V, whereby Alpha Omega waives any claims against the Company or CRG and releases both the Company and CRG for any obligation or payment owed to it pursuant to the Seller Agreements or the transactions contemplated hereby.

SECTION 7.11 Absence of Proceedings. No action, suit or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or charge would (a) prevent consummation of any of the transactions contemplated by this Redemption Agreement, (b) cause any of the transactions contemplated by this Redemption Agreement to be rescinded following consummation, (c) affect adversely the right of CRG to acquire and to control the Company, or (d) affect materially and adversely the right of the Company to own its assets and to operate its business, and no such injunction, judgment, order, decree, ruling or charge shall be in effect.

SECTION 7.12 Instruments Satisfactory. All proceedings, corporate or otherwise, required to be taken by the Seller Group in connection with the performance of this Redemption Agreement and the consummation of the transactions contemplated by this Redemption Agreement, and all certificates, instruments, and other documents required to effect the transactions contemplated hereby and incident thereto, shall be complete and reasonably satisfactory in form and substance to CRG and their counsel, and the Seller Group shall have made available to CRG for examination the originals or true and correct copies of all certificates, instruments and other documents that CRG and their counsel may reasonably request in connection with the transactions contemplated by this Redemption Agreement.

SECTION 7.13 Closing Certificate. CRG shall have received a certificate executed by an officer of the Company, in form and substance reasonably satisfactory to CRG, to the effect that each of the conditions specified above in Sections 7.02 and 7.03 is satisfied in all respects.

SECTION 7.14 Resignations. CRG and the Company shall have received the resignations, effective as of the Closing, of all the directors and officers of the Company.

SECTION 7.15 Good Standing. Seller shall have delivered to CRG and the Company a Certificate of Good Standing and a tax clearance certificate (or similar documents, if available) for the Company issued by the appropriate governmental official of jurisdiction of its incorporation and each jurisdiction in which such the Company is, or is required to be,

authorized to transact business or pay any Taxes, and (ii) such other documents and certificates of officers and public officials as shall be reasonably requested by CRG to establish the existence and good standing of the Company.

SECTION 7.16 Secretary's Certificate. CRG and the Company shall have received a certificate, dated as of the date of the Closing, signed by the Secretary of the Company and in form and substance reasonably satisfactory to CRG, that shall certify (a) the names of its officers authorized to sign this Redemption Agreement, together with true signatures of such officers; (b) that the copies of the Company's current Articles of Incorporation and Bylaws attached thereto are true, correct and complete; and (c) that the copy of the resolutions of the Company's Board of Directors attached thereto evidencing the approval of this Redemption Agreement and the transactions contemplated thereby, are duly adopted and are in full force and effect.

The Company may waive any condition specified in this Article VII if they execute a writing to such effect at or prior to the Closing.

ARTICLE VIII

CONDITIONS TO OBLIGATION OF SELLER TO CLOSE

The obligation of the Seller to consummate the transactions to be performed by the Seller in connection with the Closing is subject to satisfaction of the following conditions:

SECTION 8.01 Compliance with Agreement. The Company shall have performed and complied in all material respects with their obligations and covenants under this Redemption Agreement which are to be performed or complied with by the Company prior to or at the Closing.

SECTION 8.02 Seller Note, Loan Agreement and Pledge Agreement. The Company and CRG shall have entered into the Seller Note, the Second Seller Note and Loan Agreement and shall have executed and delivered to Seller the Pledge Agreement and the Security Agreement.

SECTION 8.03 Guaranties. Each of Alastair McEwan, John Musante and Richard Ross, owners of the outstanding ownership interests in CRG, shall have executed a guaranty, in substantially the form attached hereto as Exhibit T, guaranteeing the Company's obligations under the New BB&T Loan Agreement and Mid-Atlantic, Brian Bostick and Watson Barnes shall have been released from each of their respective guaranties under the same.

SECTION 8.04 Absence of Proceedings. No action, suit or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or charge would (a) prevent consummation of any of the transactions contemplated by this Redemption Agreement, or (b) cause any of the transactions contemplated by this Redemption Agreement to be rescinded following consummation, and no such injunction, judgment, order, decree, ruling or charge shall be in effect.

SECTION 8.05 Proceedings and Instruments Satisfactory. All proceedings, corporate or otherwise, required to be taken by the Company in connection with the performance of this Redemption Agreement and the consummation of the transactions contemplated hereby, and all certificates, instruments, and other documents required to effect the transactions contemplated

hereby and incident thereto, shall be complete in all material respects and reasonably satisfactory in form and substance complete to Seller and Seller's counsel, and the Company shall have made available to Seller and Seller's counsel for examination the originals or true and correct copies of all certificates, instruments and other documents which Seller and its counsel may reasonably request in connection with the transactions contemplated by this Redemption Agreement.

Seller may waive any condition specified in this Article VIII if he executes a writing to such effect at or prior to the Closing.

ARTICLE IX

REMEDIES FOR BREACHES OF THIS REDEMPTION AGREEMENT

SECTION 9.01 Survival of Representations and Warranties. All of the representations and warranties of the Company, Seller and or the Owners contained in this Redemption Agreement and any certificate or document delivered pursuant to this Redemption Agreement shall survive the Closing (even if the other knew or had reason to know of any misrepresentation or breach of warranty at the time of Closing) and continue in full force and effect for a period of two (2) years thereafter; provided, however, that (a) the representations and warranties contained in Sections 4.02, 4.05, 4.12, 4.23 and 4.24 shall survive the Closing and continue in full force and effect thereafter, subject to any applicable statutes of limitations, and (b) the representations and warranties contained in Section 3.01(c) and Section 4.02 shall survive the Closing and continue in full force and effect indefinitely thereafter without limitation as to time.

SECTION 9.02 Indemnification. From and after the Closing Date (but subject to Section 9.01), each party of the Seller Group shall jointly and severally hold harmless and indemnify each Indemnitee from and against, and shall compensate, reimburse and pay for any Adverse Consequences (as defined herein) which are directly or indirectly suffered or incurred by any Indemnitee or to which any Indemnitee may otherwise become subject (regardless of whether or not such Adverse Consequences relate to any third party claim) and which arise from or as a result of, or are directly or indirectly connected with: (a) any inaccuracy in or breach of any representation or warranty of any party of the Seller Group set forth in this Redemption Agreement, (b) any breach of any covenant or obligation of any party of the Seller Group under this Redemption Agreement, (c) the operation of Company's business prior to the close of business on the Closing Date, (d) any and all actions, suits, claims or legal, administrative, arbitration, governmental or other proceedings or investigations against any Indemnitee related to the Company in which the principal event giving rise thereto occurred at or prior to the Closing Date or which result from or arise out of any action or inaction at or prior to the Closing Date of the Company or any director, officer, employee, agent, representative or subcontractor of the Company, (e) any liability for any obligations of the Seller Group pursuant to the terms of the Property Condition Agreement, (f) any liability resulting from each matter of litigation set forth on Section 4.20 of the Disclosure Schedule, including without limitation, all reasonable attorney fees, and (g) any federal, state or local Tax obligation of the Company arising out of any operation or event occurring during, or attributable to, any period or date on or before the Closing Date or arising as a result of the closing of the transactions contemplated by this Redemption Agreement; provided, that, the foregoing indemnity obligation under clauses (a) through (k) above shall not apply to Adverse Consequences related to claims for damaged goods arising from shipments initiated prior to the Closing Date which indemnity obligation is set forth in Section 9.03.

SECTION 9.03 Indemnification for Damaged Goods. From and after the Closing Date, each member of the Seller Group shall jointly and severally hold harmless and indemnify each Indemnatee from and against, and shall compensate, reimburse and pay for any Adverse Consequences which are directly or indirectly suffered or incurred by any Indemnatee or to which any Indemnatee may otherwise become subject (regardless of whether or not such Adverse Consequences relate to any third party claim) and which arise from or as a result of, or are directly or indirectly connected with any liability resulting from claims for damaged goods arising from shipments initiated prior to the Closing, including any deductibles not paid by the Company's insurance carriers (provided all individual claims estimated in excess of \$1,000 shall be filed under the Company's applicable cargo claim policy) which are not covered by applicable insurance. Notwithstanding anything contained in this Redemption Agreement to the contrary, any liability for Adverse Consequences under this Section 9.02(b), shall be deemed an adjustment to the Purchase Price for the Company Shares purchased hereunder, whereby any such liability for indemnification will be automatically set off against the outstanding principal balance of the Seller Note or Second Seller Note.

SECTION 9.04 Matters Involving Third Parties.

(a) If any third party shall notify any Party (the "*Indemnified Party*") with respect to any matter (a "*Third Party Claim*") which may give rise to a claim for indemnification against any other Party (the "*Indemnifying Party*") under this Article IX, then the Indemnified Party shall promptly notify each Indemnifying Party thereof in writing; provided, however, that no delay on the part of the Indemnified Party in notifying any Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party thereby is prejudiced.

(b) Any Indemnifying Party will have the right to assume the defense of the Third Party Claim with counsel of his, her or its choice reasonably satisfactory to the Indemnified Party at any time within 15 days after the Indemnified Party has given notice of the Third Party Claim; provided, however, that the Indemnifying Party must conduct the defense of the Third Party Claim actively and diligently thereafter in order to preserve its rights in this regard; and provided further that the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim.

(c) So long as the Indemnifying Party has assumed and is conducting the defense of the Third Party Claim in accordance with Section 9.04(b) above, (i) the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnified Party (not to be withheld unreasonably) unless the judgment or proposed settlement involves only the payment of money damages by one or more of the Indemnifying Parties and does not impose an injunction or other equitable relief upon the Indemnified Party and (ii) the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnifying Party (not to be withheld unreasonably).

(d) In the event none of the Indemnifying Parties assumes and conducts the defense of the Third Party Claim in accordance with Section 9.03(b) above, however, (i) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, the Third Party Claim in any manner he, she or it reasonably may deem appropriate (and the Indemnified Party need not consult with, or obtain any consent from, any

Indemnifying Party in connection therewith) and (ii) the Indemnifying Parties will remain responsible for any Adverse Consequences the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party Claim to the fullest extent provided in this Section 9.04.

SECTION 9.05 Limitations. Under this Article IX, no Party of the Seller Group shall have any liability for individual indemnification claims less than \$2,000, until the aggregate Adverse Consequences for which they or it would otherwise be liable under this Article IX for all claims, regardless of the \$2,000 threshold, exceed \$10,000 (at which point each Party of the Seller Group shall become jointly and severally liable for the aggregate Adverse Consequences under this Article IX, and not just claims in excess of \$2,000); provided, however, the aforementioned limitation on liability for indemnification provided by this Section 9.05 shall not apply to any liability for indemnification which may result from Section 9.03 above. Notwithstanding anything herein to the contrary, the aggregate liability of the Seller Group under this Article IX (or any other indemnification provisions set forth herein) shall not exceed \$1,300,000; provided, that this \$1,300,000 amount shall be reduced dollar for dollar for the aggregate amount of any prepayment of principal under the terms of the CRG Notes. Provided, however, that, this limitation shall not apply to any liability resulting from (i) any intentional misrepresentation or fraud committed by any member of the Seller Group; and (ii) the indemnity obligations of the Seller Group pursuant to Sections 9.02(f) and 9.02(g).

SECTION 9.06 Determination of Adverse Consequences. Notwithstanding any provision to the contrary or otherwise in this Redemption Agreement, for purposes of determining under this Article IX whether any indemnifiable Adverse Consequence has occurred or the amount of any such indemnifiable Adverse Consequence, the respective representations, warranties, covenants, obligations and agreements of the Parties set forth in this Redemption Agreement and any other agreement, instrument, certificate or affidavit delivered in connection with this Redemption Agreement shall be considered and taken into account without regard to any materiality or knowledge qualification (including "to Seller's Knowledge" or words or terms of similar import) set forth in this Redemption Agreement or therein.

SECTION 9.07 Other Indemnification Provisions. The foregoing indemnification provisions are in addition to, and not in derogation of, any statutory, equitable or common law remedy any Party may have against any other Party related to this Redemption Agreement and the transactions contemplated by this Redemption Agreement. Each party of the Seller Group hereby agrees that it shall not make any claim for indemnification against the Company by reason of the fact that such party was a director, officer, employee or agent of any such entity or was serving at the request of any such entity as a partner, trustee, director, officer, employee or agent of another entity (whether such claim is for judgments, damages, penalties, fines, costs, amounts paid in settlement, losses, expenses or otherwise and whether such claim is pursuant to any statute, charter document, bylaw, agreement or otherwise) with respect to any action, suit, proceeding, complaint, claim or demand brought by CRG or the Company against such party of the Seller Group (whether such action, suit, proceeding, complaint, claim, or demand is pursuant to this Redemption Agreement, applicable law or otherwise).

SECTION 9.08 Offset. Prior to the any member of the Seller Group being required to make a cash payment for any amounts due and owing hereunder for any Indemnitee, and for so long as CRG and/or the Company is obligated under either or both of the Seller Note and Second Seller Note, CRG or the Company, as applicable, shall set off any amount for which any

Indemnitee is determined to be entitled to indemnification in accordance with this ARTICLE IX shall be deemed an adjustment to the Purchase Price for the Company Shares purchased hereunder, whereby any such liability for indemnification will be automatically set off against the outstanding principal balance of the Seller Note or Second Seller Note. Each time that the aggregate Adverse Consequences for which the Seller Group is liable for under this Article IX that are set off against the outstanding principal balance of the Seller Note or Second Seller Note (the "*Cumulative Offset*") exceeds an increment of \$25,000 (the "*Reamortization Threshold*"), the Seller Note or the Second Seller Note, as applicable, will be reamortized and the monthly payments will be recomputed by taking the outstanding balance of the applicable note, reduced by the Cumulative Offset, and recalculating the payment schedule as if the principal balance was the reduced amount. At the time of each such recalculation, the Cumulative Offset will go back to zero (0), and this same recalculation will be performed each time the Cumulative Offset again equals or exceeds the Reamortization Threshold.

ARTICLE X

MISCELLANEOUS

SECTION 10.01 Entire Agreement. This Redemption Agreement, including the agreements and documents referred to herein, constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

SECTION 10.02 Succession and Assignment. This Redemption Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Redemption Agreement or any of his, her or its rights, interests or obligations hereunder without the prior written approval of the Company and CRG.

SECTION 10.03 Counterparts; Delivery by Facsimile. This Redemption Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts shall be construed together and shall constitute one Agreement. This Redemption Agreement and any signed agreement or instrument entered into in connection with this Redemption Agreement or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other electronic communication, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

SECTION 10.04 Headings. Article and section headings contained in this Redemption Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Redemption Agreement.

SECTION 10.05 Notices. All communications or notices required or permitted by this Redemption Agreement shall be in writing and shall be deemed to have been given at the earlier of the date when actually delivered to an officer of the other Party (if the same is an entity), or to Sellers, or when sent by confirmed telecopy or facsimile machine to the number shown below, or when properly deposited for delivery by a nationally recognized commercial overnight delivery service, prepaid, or by deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, and addressed as follows, unless and until any of such Parties

notifies the other Parties in accordance with this Section of a change of address or change of telecopy number:

If to CRG:

Attn: Manager
125 N. 23rd Street,
Wilmington, NC 28405

With a copy to:

Wyrick Robbins Yates & Ponton LLP
4101 Lake Boone Trail, Suite 300
Raleigh, NC 27607
Attn: Kenneth E. Eheman
Tel: (919) 781-4000
Fax: (919) 781-4865

If to Seller:

Cardinal Acquisitions, Inc.
P.O. Box 551,
Wilmington, NC, 28402-0551

W. Watson Barnes, Jr.
P.O. Box 551,
Wilmington, NC, 28402-0551

Brian J. Bostick
P.O. Box 551,
Wilmington, NC, 28402-0551

With a copy to:

J. Dickson McLean
Helms Mulliss & Wicker, PLLC
300 North 3rd St., Suite 400
Wilmington, NC 28401

If to Company:

Cardinal Moving & Storage, Inc.
1215 North 23rd St.
Wilmington, NC. 28402
Tel: (910) 762-6661
Fax: (910) 762-5555

SECTION 10.06 Amendments and Waivers. No amendment or waiver of any provision of this Redemption Agreement shall be valid unless the same shall be in writing and signed by CRG and Seller. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

SECTION 10.07 Severability. Any term or provision of this Redemption Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

SECTION 10.08 Expenses. The Company shall pay the reasonable out of pocket costs and expenses incurred by Seller in connection with the preparation and review of this Redemption Agreement and the closing of the transactions contemplated hereby, including the reasonable fees and expenses of Helms Mulliss & Wicker, PLLC, as counsel to the Seller; provided that the costs and expenses of Seller, including those of Helms Mulliss & Wicker, PLLC, as counsel, shall not exceed \$20,000.

SECTION 10.09 Governing Law. This Redemption Agreement shall be governed by and construed in accordance with the domestic laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the Parties have executed this Stock Redemption Agreement as of the day and year first above written.

COMPANY:

CARDINAL MOVING & STORAGE, INC.

By: 

Name:

W. Watson Barnes, Jr.

Title:

President

SELLER:

CARDINAL ACQUISITIONS, INC.

By: 

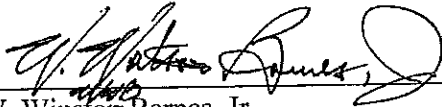
Name:

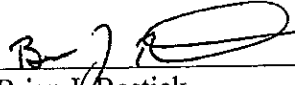
W. Watson Barnes, Jr.

Title:

President

OWNERS:


W. Winston Barnes, Jr.
Watson


Brian J. Bostick

CRG:

CARDINAL RELOCATION GROUP, LLC

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO STOCK REDEMPTION AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Stock Redemption Agreement as of the day and year first above written.

COMPANY:

CARDINAL MOVING & STORAGE, INC.

By: _____
Name: _____
Title: _____

SELLER:

CARDINAL ACQUISITIONS, INC.

By: _____
Name: _____
Title: _____

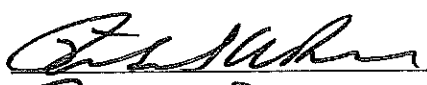
OWNERS:

W. Winston Barnes, Jr.

Brian J. Bostick

CRG:

CARDINAL RELOCATION GROUP, LLC

By:  _____
Name: *Richard Rame*
Title: *Manager*

[SIGNATURE PAGE TO STOCK REDEMPTION AGREEMENT]

EXHIBIT A

Definitions

"Acceptance Period" has the meaning set forth in Section 2.06(b)(i)

"Adverse Consequences" means all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, Liabilities, obligations, Taxes, liens, losses, diminution in value, expenses and fees, including costs of investigating and defending, court costs, attorneys' fees and expenses.

"Affiliate" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act.

"Affiliated Group" means any affiliated group within the meaning of Code Section 1504(a) or any similar group defined under a similar provision of state, local or foreign law.

"Basis" means any past or present fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction that forms or could form the basis for any specified consequence.

"BB&T Loan Amount" has the meaning set forth at Section 2.6(c)(iii)

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

"Charlotte Lease" has the meaning set forth in Section 7.08.

"Clients" shall mean any actual or prospective clients or customers with whom the Owners had business contacts on behalf of the Company during the two-year period before the Closing.

"Closing" has the meaning set forth in Section 2.04.

"Closing Date" has the meaning set forth in Section 2.04.

"Closing Non-Current Liabilities" has the meaning set forth in Section 2.06(c)(ii).

"Closing Working Capital" has the meaning set forth in Section 2.06(c)(i).

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Stock" means the common stock of the Company, par value \$100.00 per share.

"Company" means Cardinal Moving & Storage, Inc., a North Carolina corporation.

"Company Parties" has the meaning set forth in Section 3.01(e)

"Company Shares" has the meaning set forth in the recitals hereto.

"Company's Business" means both: (i) the transportation of household goods and furnishings; and (ii) providing transportation, warehousing, distribution, logistics and information management services with respect to "less than truckload" deliveries of home furnishings, home improvement products, exercise equipment and other consumer products.

"Confidential Information" means any confidential or proprietary information concerning the business or the affairs of the Company that is not already generally available to the public, including without limitation, customer lists and order data, product information, pricing information, non-public financial information, non-public personnel information, designs, know-how, methods, plans, personnel information, products, projects, records, reports, research, schedules, services, specifications, and proposals.

"CRG" means Cardinal Relocation Group, LLC, a Delaware limited liability company.

"Disclosure Schedule" has the meaning set forth in the first paragraph of Article IV.

"Dispute Notice" has the meaning set forth in Section 2.06(b)(i).

"Entity" means any Person other than an individual.

"Environmental, Health and Safety Requirements" means all federal, state, local and foreign statutes, regulations, ordinances and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations and all common law concerning public health and safety, worker health and safety, and pollution or protection of the environment, including, without limitation, all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or radiation, each as amended and as now or hereafter in effect.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Fiduciary" has the meaning set forth in ERISA Section 3(21).

"Financial Statements" has the meaning set forth in Section 4.07.

"GAAP" means generally accepted accounting principles as set forth in opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other Entity as may be approved by a significant segment of the accounting profession, in each case as the same may be applicable to the circumstances as of the day of determination.

"Indemnified Party" has the meaning set forth in Section 9.04(a).

"Indemnifying Party" has the meaning set forth in Section 9.04(a).

"Indemnatee" means (i) CRG and its Affiliates and officers, directors, representatives and agents, and (ii) the Company and its Affiliates and officers, directors, representatives and agents (excluding Sellers).

"Intellectual Property" means (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements, extensions and additions thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof; (ii) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (iii) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith; (iv) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (v) all computer software and programs (including data and related documentation); (vi) all other proprietary rights; (vii) all copies and tangible embodiments thereof (in whatever form or medium); (viii) all income, royalties, damages or payments now and hereafter due and/or payable under any of the foregoing with respect to any of the foregoing and the right to sue for past, present or future infringements of any of the foregoing; (ix) all licenses with respect to any of the foregoing; and (x) all rights corresponding to any of the foregoing throughout the world.

"InterCompany Debt" shall mean any amount of indebtedness owed by the Company to Seller, Mid-Atlantic or any of their affiliates.

"Knowledge of Sellers", "to Sellers' Knowledge" or any phrase of similar import means the actual knowledge of Sellers or directors or officers of the Company, or the knowledge that any such individual should have possessed after a reasonable investigation of the business affairs and assets of the Company.

"Letter of Intent" means the Letter of Intent dated January 28, 2008 by and among Alastair McEwan, John Musante and Rick Ross, each on behalf of CRG, and Barnes and Bostick, on behalf of the Company, Seller, Mid-Atlantic and Barnes and Bostick individually.

"Liability" means any liability or obligation, whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due, including any liability for Taxes.

"Material Adverse Effect" or "Material Adverse Change" means any effect or change that would be materially adverse to the business, assets, condition (financial or otherwise), operating results, operations, or business prospects of the Company, take as a whole, or on the ability of any Party to consummate timely the transactions contemplated hereby.

"Mid-Atlantic" means Mid-Atlantic Moving & Storage, Inc., a North Carolina corporation.

"Most Recent Balance Sheet" means the balance sheet contained within the Most Recent Financial Statements.

"Most Recent Financial Statements" has the meaning set forth in Section 4.07.

"Most Recent Fiscal Month End" has the meaning set forth in Section 4.07.

"Most Recent Fiscal Year End" has the meaning set forth in Section 4.07.

"Negotiating Period" has the meaning set forth in Section 2.06(b)(i).

"Neutral Accounting Firm" has the meaning set forth in Section 2.06(b)(ii).

"Noncompete Agreement" has the meaning set forth in Section 3.01(e).

"Option" has the meaning set forth in Section 6.07(a).

"Option Period" has the meaning set forth in Section 6.07(a).

"Ordinary Course of Business" means, with respect to the applicable Person, the specific action is (i) consistent with the past practices of the Person and is taken in the ordinary course of the normal day-to-day operations of such Person, (ii) not required to be authorized by the board of directors of such Person and is not required to be specifically authorized by the parent company, if any, of such Person, and (iii) such action is similar in nature and magnitude to actions customarily taken, without authorization by the board of directors, in the ordinary course of the normal day-to-day operations of other Persons that are engaged in the same line of business as such Person.

"Owners" has the meaning set forth in the preamble.

"Party" means each party signing this Redemption Agreement.

"Permitted Security Interests" has the meaning set forth in Section 4.05.

"Person" means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental authority.

"Post-Closing Balance Sheet" has the meaning set forth in Section 2.06(b).

"Projected Closing Balance Sheet" has the meaning set forth in Section 2.06(a).

"Purchase Price" has the meaning set forth in Section 2.02.

"Purchaser Shares" has the meaning set forth in the recitals hereto.

"Redemption Agreement" has the meaning set forth in the preamble.

"Required Licenses" has the meaning set forth in Section 4.11 hereto.

"Restricted Area" has the meaning set forth in Section 6.08(a)(i) hereto.

"Second Seller Note" has the meaning set forth in Section 2.02.

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Security Interest" means any mortgage, pledge, lien, encumbrance, charge or other security interest, whether voluntarily incurred or arising by operation of law or otherwise, affecting any assets or property, including any agreement to give or grant any of the foregoing, any conditional sale or other title retention agreement and the filing of or agreement to give any financing statement with respect to any assets or property under the Uniform Commercial Code of any state or comparable law of any jurisdiction, other than liens for Taxes not yet due and payable.

"Seller" means Cardinal Acquisitions, Inc., a North Carolina corporation.

"Seller Agreements" has the meaning set forth in Section 3.01(e).

"Seller Group" has the meaning set forth in preamble.

"Seller Note" has the meaning set forth in Section 2.02.

"Stock Purchase Agreement" has the meaning set forth in the recitals hereto.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which a majority of the total voting power of the equity interests entitled to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof or a majority of the equity interests is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof. The term "Subsidiary" shall include all Subsidiaries of such Subsidiary.

"SWDA" means the Solid Waste Disposal Act, as amended.

"Tangible Assets" has the meaning set forth in Section 4.15.

"Tax" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under former Section 59A of the Code or any similar or analogous type of tax), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not. Any variations of, or terms of similar import to, "Tax" (e.g., "Taxable" or "Taxing") shall refer to or mean with respect to Taxes.

"Tax Return" means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Third Party Claim" has the meaning set forth in Section 9.04(a).

"Wilmington Sublease" has the meaning set forth in Section 7.08.

STOCK PURCHASE AGREEMENT

CARDINAL MOVING & STORAGE, INC.

MARCH 10, 2008

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STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "*Purchase Agreement*" or "*Agreement*") made and entered into this 10th day of March, 2008 by and between CARDINAL MOVING & STORAGE, INC., a North Carolina corporation (the "*Company*"), and Cardinal Relocation Group, LLC, a Delaware limited liability company (the "*Purchaser*").

RECITALS

WHEREAS, simultaneously with the transactions set forth herein, the Company shall redeem all 735 shares of Company Common Stock outstanding pursuant to a Stock Redemption Agreement dated as of the date hereof, by and between the Company, the Purchaser, Cardinal Acquisitions, Inc., a North Carolina corporation ("*Cardinal Acquisition*"), W. Watson Barnes, Jr. ("*Barnes*") and Brian J. Bostick ("*Bostick*") owners of all of the outstanding capital stock of Cardinal Acquisition (the "*Owners*" and together with Cardinal Acquisition, the "*Seller Group*"), in substantially the form attached hereto as Exhibit B (the "*Stock Redemption Agreement*");

WHEREAS, the Company desires to enter into this Purchase Agreement with the Purchaser to raise capital through the sale and issuance of shares of its Common Stock to the Purchaser;

WHEREAS, the Purchaser desires to enter into this Purchase Agreement to acquire shares of Common Stock of the Company on the terms and conditions set forth herein;

WHEREAS, simultaneously with the transaction set forth herein the principals of the Purchaser will loan to the Company an aggregate of \$285,000 pursuant to the terms of a promissory note issued by the Company substantially in the form attached hereto as Exhibit J; and

WHEREAS, as a result of the consummation of the transactions contemplated by this Purchase Agreement and the Stock Redemption Agreement, Purchaser will own all of the outstanding capital stock of the Company

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

ARTICLE I DEFINITIONS

SECTION 1.01 Definitions. Capitalized terms contained in this Purchase Agreement and not otherwise defined by their context are defined in Exhibit A attached hereto and incorporated by this reference.

SECTION 1.02 Singular/Plural; Gender. Where the context so requires or permits, the use of the singular form includes the plural, the use of the plural form includes the singular, and the reference to any gender includes all genders, as applicable.

ARTICLE II

BASIC TRANSACTION

SECTION 2.01 General. On and subject to the terms and conditions of this Purchase Agreement, the Company agrees to issue and sell, and the Purchaser agrees to Purchase from the Company, 16 shares of Common Stock of the Company ("*Shares*") at a purchase price of \$15,000.00.

SECTION 2.02 Closing. The closing of the purchase, sale and issuance of the Shares (the "*Closing*") shall take place remotely via the exchange of documents and signatures, at the offices of Wyrick Robbins Yates and Ponton LLP located at Suite 300, Lake Boone Trail, Raleigh, North Carolina, at 10:00 a.m. on the date hereof (the "*Closing Date*").

SECTION 2.03 Deliveries at the Closing. At the Closing, subject to the terms and conditions hereof, the Company shall deliver to the Purchaser a stock certificate, representing the Shares that Purchaser is purchasing from the Company at the Closing, against payment of the purchase price therefor by wire transfer, a check made payable to the order of the Company, or by such other means as shall be mutually agreeable to the Purchaser and the Company.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

CONCERNING THE PURCHASER

SECTION 3.01 Representations and Warranties Regarding the Purchaser. The Purchaser represents and warrants to the Company that the statements contained in this Section 3.01 are correct and complete as of the date of this Purchase Agreement and as of the Closing Date.

(a) Power and Authority. Purchaser has the requisite power and authority to enter into this Purchase Agreement, to purchase the Shares, and to carry out and perform its obligations under the terms of this Purchase Agreement.

(b) Due Execution. This Purchase Agreement has been duly authorized, executed and delivered by the Purchaser, and, upon due execution and delivery by the Company, will be a valid and binding agreement of the Purchaser, subject to laws of general application relating to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors and contracting parties rights generally and rules and laws governing specific performance, injunctive relief and other equitable remedies.

(c) Investment Representations.

(i) This Purchase Agreement is made with the Purchaser in reliance upon the Purchaser's representation to the Company, which by its acceptance hereof the Purchaser hereby confirms, that the Shares to be received by it will be acquired for investment for its own account, not as a nominee or agent, and not with a view to the sale or distribution of any part thereof, and that it has no present intention of selling, granting participation in, or otherwise distributing the same. By executing this Purchase Agreement, the Purchaser further represents that it does not have any contract, undertaking, agreement, or arrangement with any Person to sell, transfer or grant participations to such Person, with respect to any of the Shares.

(ii) The Purchaser understands that the Shares have not been registered under the 1933 Act on the grounds that the sale provided for in this Agreement and the issuance of securities hereunder is exempt from registration under the 1933 Act, and that the Company's reliance on such exemption is predicated in part on the Purchaser's representations set forth herein.

(iii) The Purchaser represents and warrants that: (i) it is an "accredited investor" as such term is defined in Rule 501 promulgated under the 1933 Act; (ii) its financial situation is such that it can afford to bear the economic risk of holding the Shares purchased by it for an indefinite period of time and suffer a complete loss of its investment in the Shares; (iii) its knowledge and experience in financial and business matters are such that it is capable of evaluating the merits and risks of its purchase of the Shares as contemplated by this Purchase Agreement; (iv) it understands that its purchase of the Shares is a speculative investment; (v) the purchase of the Shares by it has been duly and properly authorized and this Purchase Agreement has been duly executed by it or on its behalf, and constitutes its valid and legally binding obligation enforceable in accordance with its terms; and (vi) it has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the sale of the Shares.

(iv) The Purchaser understands that the Shares may not be sold, transferred or otherwise disposed of without registration under the 1933 Act or an exemption therefrom, and that in the absence of an effective registration statement covering the Shares or an available exemption from registration under the 1933 Act, the Shares must be held indefinitely. In particular, the Purchaser is aware that the Shares may not be sold pursuant to Rule 144 promulgated under the 1933 Act unless all of the conditions of that Rule are met. Among the conditions for use of Rule 144 is the availability of current information to the public about the Company. Such information is not now available and the Company has no present plans to make such information available. The Purchaser represents that, in the absence of an effective registration statement covering the Shares it will sell, transfer, or otherwise dispose of the Shares only in a manner

consistent with its representations set forth herein, the Articles of Incorporation and the Bylaws of the Company.

(v) The Purchaser agrees that in no event will it make a transfer or disposition of any of the Shares (other than pursuant to an effective registration statement under the 1933 Act pursuant to Rule 144), unless and until (i) the Purchaser shall have notified the Company of the proposed disposition and shall have furnished the Company with a statement of the circumstances surrounding the disposition, and (ii) if requested by the Company, at the expense of the Purchaser or transferee, it shall have furnished to the Company an opinion of counsel, reasonably satisfactory to the Company, to the effect that such transfer may be made without registration under the 1933 Act.

(vi) The Purchaser understands that each certificate representing the Shares will be endorsed with a legend substantially as follows.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE SOLD, MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES LAWS, OR THE AVAILABILITY OF AN EXEMPTION FROM THE REGISTRATION PROVISIONS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS.

(d) No Public Market. The Purchaser understands that no public market now exists for any of the securities issued by the Company and that there is no assurance that a public market will ever exist for the Shares.

(e) Government Consents. No consent, approval or authorization of or designation, declaration or filing with any state, federal, or foreign governmental authority on the part of the Purchaser because of any special characteristic of the Purchaser is required in connection with the valid execution and delivery of this Agreement by the Purchaser, and the consummation by the Purchaser of the transactions contemplated hereby; provided, however, that the Purchaser makes no representations as to the Company's compliance with applicable state securities laws.

(f) Finders' Fees. The Purchaser has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Purchase Agreement.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES
CONCERNING THE COMPANY

The Company represents and warrants to the Purchaser that the statements contained in this Article IV are correct and complete as of the date of this Purchase Agreement and as of the Closing Date, except as set forth in the disclosure schedule delivered by the Company on the date hereof (the "*Disclosure Schedule*"). The Disclosure Schedule will be arranged in sections corresponding to the numbered and lettered Sections contained in this Article IV.

SECTION 4.01 Organization, Qualification, and Corporate Power. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of North Carolina. The Company is qualified to do business in the State of South Carolina and is in good standing under its laws. The Company does not transact business and is not required to be qualified in any jurisdiction other than North Carolina and South Carolina. The Company has full corporate power and authority and all licenses, permits, approvals and authorizations necessary to carry on the business in which it presently proposes to engage and to own and use the properties owned and used by it. Section 4.01 of the Disclosure Schedule lists the directors and officers of the Company. The Company has delivered to the Purchaser correct and complete copies of the charter and bylaws of the Company (all as amended to date). The minute books (containing the records of meetings of the shareholders, the board of directors and any committees of the board of directors), the stock certificate books and the stock record books of the Company are correct and complete in all material respects. The Company is not in default under or in violation of any provision of its charter or bylaws.

SECTION 4.02 Capitalization. The entire authorized capital stock of the Company consists of One Thousand (1,000) shares of Common Stock, \$100.00 par per share, of which no shares are issued and outstanding. There are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights or other contracts or commitments that could require the Company to issue, sell or otherwise cause to become outstanding any of its capital stock. There are no outstanding or authorized stock appreciation, phantom stock, profit participation, or similar rights with respect to the Company. There are no voting trusts, proxies or other agreements or understandings with respect to the voting of the capital stock of the Company.

SECTION 4.03 Noncontravention. Except as set forth in Section 4.03 of the Disclosure Schedule, and to the best of its knowledge, neither the execution and the delivery of this Redemption Agreement, nor the consummation of the transactions contemplated hereby, will (a) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling or other restriction of any governmental authority to which the Company is subject or any provision of the charter or bylaws of the Company, or (b) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which the Company is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Security Interest upon any of its assets). Except as set forth in Section 4.03 of the Disclosure Schedule, the Company is not required to give any notice to, make any filing with or obtain any authorization, consent, or approval of any governmental authority in order for the parties to consummate the transactions contemplated by this Purchase Agreement.

SECTION 4.04 Brokers' Fees. The Company has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Purchase Agreement.

SECTION 4.05 Title to Assets. The Company has good and marketable title to, or a valid leasehold interest in, the properties and assets used by the Company, located on its premises or shown on the Most Recent Balance Sheet (all of which assets are fully listed in Section 4.05 of the Disclosure Schedule). There are no Security Interests on the Company Shares or on any assets or properties of the Company, except for the Security Interests listed in Section 4.05 of the Disclosure Schedule (the "*Permitted Security Interests*").

SECTION 4.06 Subsidiaries. The Company does not have any Subsidiaries.

SECTION 4.07 Financial Statements. Attached hereto as Schedule 4.07 are the following financial statements of the Company (collectively the "*Financial Statements*"): (a) unaudited balance sheets and statements of income as of and for the fiscal years ended December 31, 2006, and December 31, 2007 (the "*Most Recent Fiscal Year End*"); and (b) unaudited balance sheets and statements of income (the "*Most Recent Financial Statements*") as of and for the one (1) month ended January, 31, 2008 (the "*Most Recent Fiscal Month End*"). The Financial Statements have been prepared from the books and records of the Company in accordance with GAAP applied on a consistent basis throughout the periods covered thereby, present fairly the financial condition of the Company as of such dates and the results of operations of the Company for such periods, are correct and complete in all material respects and are consistent in all material respects with the books and records of the Company (which books and records are correct and complete in all material respects); provided, however, that the Most Recent Financial Statements lack footnotes and are subject to normal year-end adjustments that will not be material individually or in the aggregate.

SECTION 4.08 Events Subsequent to Most Recent Fiscal Year End. Since the Most Recent Fiscal Year End, there has not been any Material Adverse Change in the assets, properties, business, financial condition, operations, results of operations or prospects of the Company, excluding distributions and pay-outs reflected in this Redemption Agreement. Without limiting the generality of the foregoing, since that date, the Company has not engaged in any practice, taken any action, or entered into any transaction outside the Ordinary Course of Business..

SECTION 4.09 Undisclosed Liabilities. The Company has no Liability (and there is no Basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand against the Company giving rise to any Liability), except for (a) Liabilities set forth on the face of the Most Recent Balance Sheet, and (b) Liabilities which have arisen after the Most Recent Fiscal Month End in the Ordinary Course of Business, none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of contract, breach of warranty, tort, infringement or violation of law, and none of which, as a single item or in the aggregate, would have a Material Adverse Effect on the Company. Except as set forth on Section 4.09 of the Disclosure Schedule and the Seller Note or Second Seller Note, the Company has no InterCompany Debt.

SECTION 4.10 Legal Compliance. To the best of their knowledge, the Company has complied in all material respects with all applicable laws, including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings and charges thereunder or with respect thereto, of federal, state, local and foreign governments and all other governmental authorities, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand or notice has been filed or commenced against it alleging any failure so to comply.

SECTION 4.11 Governmental Authorizations. Section 4.11 of the Disclosure Schedule describes all of the licenses, permits, authorizations and approvals issued to the Company by any governmental authority (collectively, the "**Required Licenses**"). The Required Licenses constitute all of the licenses, permits, authorizations and approvals that are used in, necessary or required for the lawful conduct of the business of the Company. Each of the Required Licenses has been duly and validly approved by the applicable governmental authority, is in full force and effect in accordance with its terms on the date of this Redemption Agreement and shall be in full force and effect in accordance with its terms immediately following the Closing. There is no outstanding notice of cancellation or termination or, any threatened cancellation or termination in connection therewith, nor is the Company subject to any restrictions or conditions applicable to the Required Licenses that limit or could limit the operation of the business of the Company, other than restrictions or conditions generally applicable to licenses of such type. The Company is not in default in any material respect under the terms and conditions of any Required License, and there is no Basis for any claim of default by the Company in any material respect under any such Required License. Subject to applicable law, all of the Required Licenses are free and clear from all Security Interests, claims and encumbrances of any nature whatsoever.

SECTION 4.12 Tax Matters.

(a) The Company has timely filed all Tax Returns that it was required to file. All such Tax Returns were and are correct and complete in all material respects. All Taxes owed by the Company (whether or not shown on any Tax Return) have been paid. Except as disclosed in Section 4.12 of the Disclosure Schedule, the Company is not the beneficiary of any extension of time within which to file any Tax Return. No claim has ever been made by an authority in a jurisdiction where the Company does not file Tax Returns that it is or might be subject to taxation by that jurisdiction. There are no Security Interests on any of the assets of the Company that arose in connection with any failure (or alleged failure) to pay any Tax.

(b) Without limiting the generality of Section 4.12(a) above, the Company has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, shareholder or other third party.

(c) Neither the Company nor any director or officer (or employee responsible for Tax matters) of the Company expects any governmental authority to assess any additional Taxes for any period for which Tax Returns have been filed. There is no dispute or claim with or by any governmental authority concerning any Tax Liability of the Company. The Company has delivered to the Purchaser correct and complete copies of all federal, state and local income Tax Returns, examination reports, and statements of deficiencies assessed against or agreed to by the Company since January 1, 2005. The Company has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(d) The Company has not filed a consent under Code Section 341(f) concerning collapsible corporations. The Company has not made any payments, is not obligated to make any payments and is not a party to any agreement that under certain circumstances could obligate it to make any payments that shall not be deductible under Code Section 280G. The Company has disclosed on its federal income Tax Returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Code Section 6662. The Company is not a party to any Tax allocation or sharing agreement. The Company (i) has not been a member of an Affiliated Group filing a consolidated federal income Tax Return, and (ii) has no

Liability for the Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise.

SECTION 4.13 Real Property. The Company owns no real property. Section 4.13 of the Disclosure Schedule lists and describes briefly all real property leased or subleased to the Company (collectively, the "Real Property," and such leases and subleases, the "Leases"). The Company has delivered to Purchaser correct and complete copies of the Leases. With respect to such Leases:

(a) the Leases are legal, valid, binding, enforceable, and in full force and effect in all material respects on and after the Closing Date;

(b) the transactions contemplated by this Purchase Agreement do not require the consent of any other party to such Lease;

(c) to the best of its knowledge, there are no adverse zoning, building or land use codes or rules, ordinances, regulations or other restrictions relating to zoning or land use that currently or may prospectively restrict in a material manner the use of all or any portion of the Real Property, including the plant and structures thereon, for the conduct thereon of the Company's business as presently conducted;

(d) the Company has performed in all material respects all obligations imposed on it under each of the Leases, and neither the Company nor, to the best of its knowledge, any other party thereto is in default thereunder in any material respect, nor is there any event that, with the giving of notice or lapse of time or both, would constitute a material default thereunder by the Company. The Company has not received notice that any party to any such Lease intends to cancel, terminate, or refuse to renew the same or to exercise or decline to exercise any option or other right thereunder. There are no disputes or forbearances in effect as to any of the Leases. The Company is not in default under any covenant, condition, restriction, easement, right-of-way, or governmental approval relating to the Real Property which default could reasonably be expected to have a material adverse effect on the Company's business;

(e) to best of its knowledge, there are no material structural defects in the improvements on the Real Property. To the best of its knowledge, the plant, structures and mechanical systems owned, leased or used by the Company are in good operating condition and repair, normal wear and tear excepted, are suitable for the uses to which they are being put, and comply in all material respects with applicable building, zoning, safety, and other laws, regulations and codes; and

(f) the Company has timely performed all repair, maintenance and replacement obligations under each of the Leases and has done so in a good and workman-like manner and in compliance in all material respects with applicable building, zoning, safety, and other laws, regulations and codes.

(g) the Company replaced the HVAC system for the Wilmington property on February 16, 2004 and the HVAC for the Charlotte property on Tar Heel Road on March 30, 2004.

SECTION 4.14 Intellectual Property.

(a) The Company owns or is validly licensed or otherwise has the right to use pursuant to license, sublicense, agreement or permission all Intellectual Property used in, necessary or desirable for the operation of its business as presently conducted and as presently proposed to be conducted. Each item of Intellectual Property owned or used by the Company immediately prior to the Closing hereunder shall be owned or available for use by the Company on identical terms and conditions immediately subsequent to the Closing hereunder without premium, penalty or restriction. The Company has taken all necessary action to maintain and protect each material item of Intellectual Property that it owns or uses. Section 4.14 of the Disclosure Schedule identifies each trademark and service mark, including each unregistered trademark and tradename used by the Company, and each item of Intellectual Property that any third Person owns and that the Company uses pursuant to license, sublicense, agreement or permission other than off-the-shelf software. The Company has no patents or registrations, or pending patents or applications for registration.

(b) To the best of its knowledge, the Company has not interfered with, infringed upon, misappropriated or otherwise come into conflict with any Intellectual Property rights of third Persons, and the Company and the directors and officers (and employees with responsibility for Intellectual Property matters) of the Company have never received any charge, complaint, claim, demand or notice alleging any such interference, infringement, misappropriation or violation (including any claim that the Company must license or refrain from using any Intellectual Property rights of any third party). To the Knowledge of Seller, no third Person has interfered with, infringed upon, misappropriated or otherwise violated any Intellectual Property rights of the Company.

SECTION 4.15 Tangible Assets. The Company owns or leases all buildings, machinery, vehicles, equipment and other tangible assets ("***Tangible Assets***") used in or necessary or required for the conduct of its business as presently conducted and as presently proposed to be conducted. Each such Tangible Asset is free from material defects (patent and latent), has been maintained in accordance with normal industry practice, is in good operating condition and repair, subject to normal wear and tear, and is suitable for the purposes for which it presently is used and presently is proposed to be used. Section 4.15 of the Disclosure Schedule includes a list of all the Tangible Assets owned by the Company with a fair market value or book value of \$500.00 or more and all Tangible Assets leased by the Company. Upon consummation of the transactions contemplated by this Redemption Agreement, after the Closing the Company shall retain ownership of all of the assets that it owned prior to the Closing; provided, however, that the Company will transfer title and ownership to Seller of the three (3) trucks whose vehicle identification numbers are set forth on Section 4.15 of the Disclosure Schedule.

SECTION 4.16 Contracts. Section 4.16 of the Disclosure Schedule lists all written contracts and other written agreements to which the Company is a party.

(a) The Company has delivered or made available to the Purchaser a correct and complete copy of each written agreement required to be listed in Section 4.16 of the Disclosure Schedule (as amended to date) and a written summary setting forth the terms and conditions of each agreement referred to in Section 4.16 of the Disclosure Schedule. With respect to each such agreement: (i) the agreement is legal, valid, binding, enforceable and in full force and effect in all material respects; (ii) the agreement shall continue to be legal, valid, binding, enforceable and in full force and effect in all material respects on identical terms following the consummation of the transactions contemplated hereby; (iii) no party is, in any material respect, in breach or default, and

no event has occurred which with notice or lapse of time would constitute such a breach or default, or permit termination, modification or acceleration, under the agreement; and (iv) no party has repudiated any material provision of the agreement.

SECTION 4.17 Notes and Accounts Receivable. To the best of its knowledge, all notes and accounts receivable of the Company are reflected properly on the books and records of the Company, are valid receivables subject to no setoffs or counterclaims, are current and will be collected in accordance with their terms at their recorded amounts, subject only to the reserve for bad debts set forth on the face of the Most Recent Balance Sheet, as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of the Company. To the best of its knowledge, such reserve for bad debts is, and will be as of the Closing, adequate and sufficient.

SECTION 4.18 Powers of Attorney. There are no outstanding powers of attorney executed on behalf of the Company.

SECTION 4.19 Insurance.

(a) Section 4.19 of the Disclosure Schedule sets forth the following information with respect to each insurance policy (including policies providing property, casualty, liability and workers' compensation coverage and bond and surety arrangements) to which the Company has been a party, a named insured or otherwise the beneficiary of coverage at any time within the past three (3) years: (i) the name, address and telephone number of the agent; (ii) the name of the insurer, the name of the policyholder and the name of each covered insured; (iii) the policy number and the period of coverage; (iv) the scope (including an indication of whether the coverage was on a claims made, occurrence or other basis) and amount (including a description of how deductibles and ceilings are calculated and operate) of coverage; and (v) a description of any retroactive premium adjustments or other loss-sharing arrangements.

(b) With respect to each such insurance policy: (i) the policy is legal, valid, binding, enforceable and in full force and effect in all material respects; (ii) the policy shall continue to be legal, valid, binding, enforceable and in full force and effect in all material respects on identical terms following the consummation of the transactions contemplated hereby; (iii) neither the Company nor any other party to the policy is in breach or default in any material respect (including with respect to the payment of premiums or the giving of notices), and no event has occurred which, with notice or the lapse of time, would constitute such a breach or default, or permit termination, modification or acceleration, under the policy; and (iv) no party to the policy has repudiated any material provision thereof. Section 4.19 of the Disclosure Schedule describes any self-insurance arrangements affecting the Company.

SECTION 4.20 Litigation. Section 4.20 of the Disclosure Schedule sets forth each instance in which the Company (a) is subject to any outstanding injunction, judgment, order, decree, ruling or charge, or (b) is or has been within the last three (3) years, a party or, to its knowledge, is threatened to be made a party to any action, suit, proceeding, hearing or investigation of, in, or before any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction or before any arbitrator. None of these actions, suits, proceedings, hearings and investigations could result in any Material Adverse Change in the assets, properties, business, financial condition, operations, results of operations or prospects of the Company. None of Seller, the Company and the directors and officers (and employees with responsibility for litigation

matters) of the Company has any reason to believe that any such action, suit, proceeding, hearing or investigation may be brought or threatened against the Company.

SECTION 4.21 Guaranties. The Company is not a guarantor nor is it responsible for any liability or obligation (including indebtedness) of any other person or entity.

SECTION 4.22 Employees. Except as set forth in Schedule 4.22, to its knowledge, no employee has any plans to terminate employment with the Company. The consummation of the transactions contemplated under this Redemption Agreement will not cause the Purchaser or the Company to incur or suffer any Liability relating to, or obligations to pay, any bonuses, fees, incentives or other payments to any Person, including any employees, officers, directors, agents, consultants or representatives of the Company. The employment of employees of the Company is terminable at will by the Company without Liability, penalty or severance. Notwithstanding anything contained herein to the contrary, neither the Company nor the Purchaser shall be under any obligation to hire or continue the employment of any employees with the Company following the Closing.

SECTION 4.23 Employee Benefits. Except as set forth in Section 4.23 of the Disclosure Schedule:

(a) The Company does not currently participate in or sponsor or has ever participated in or sponsored any employee benefit plans, including, without limitation, any qualified or nonqualified retirement plans, health plans, welfare plans, vacation plans or programs, severance benefits, supplemental retirement, sabbatical, sick leave plans or programs, dental, vision, or medical plans or programs, disability, employee relocation, cafeteria benefit (Code Section 125) or dependent care (Code Section 129), life insurance or accident insurance plans, programs or arrangements, or related or similar benefits. None of the Company's employee benefit plans is a (A) nonqualified deferred compensation or retirement plan or arrangement, (B) qualified defined contribution retirement plan or arrangement which is an Employee Pension Benefit Plan (as defined in ERISA Section 3(2)), (C) qualified defined benefit retirement plan or arrangement which is an Employee Pension Benefit Plan (including any multiemployer plan), (D) Employee Welfare Benefit Plan (as defined in ERISA Section 3(1)) or material fringe benefit or other retirement, bonus or incentive plan or program for active or former employees. The Company does not have any current obligation to provide any compensation, benefits, incentive or bonus plans to its directors, consultants, or independent contractors.

(b) The Company is in compliance with all of the state and federal rules applicable to the plans set forth in Section 4.23 of the Disclosure Schedule. There is no unfunded liability for accrued benefits, whether or not vested, under any funded employee benefit plan, and all contributions and payments required to be made to or with respect to each employee benefit plan, and all costs of administering them been completely and timely made or paid. The Company may terminate at its discretion at any time any such plans, programs or other arrangements without any further payment or benefit obligations to any current or former employee, officer, director, consultant, or independent contractor. If a plan disclosed in Section 4.23 of the Disclosure Schedule is a retirement plan that is intended to meet the requirements of Section 401(k) of the Code, the Company will terminate such plan before the Closing Date.

SECTION 4.24 Environmental, Health and Safety Matters.

(a) To the best of its knowledge, the Company and its predecessors and Affiliates has complied and is in compliance, in each case in all material respects, with all Environmental, Health and Safety Requirements. Without limiting the generality of the foregoing, the Company and its Affiliates has obtained, has complied with, and is in compliance with, in each case in all material respects, all material permits, licenses and other authorizations that are required pursuant to Environmental, Health and Safety Requirements for the occupation of its facilities and the operation of its business; a list of all such material permits, licenses and other authorizations is set forth on Section 4.24(a) of the Disclosure Schedule.

(b) To the best of its knowledge, neither the Company nor its Affiliates has received any written notice, report or other information regarding any actual or alleged violation of Environmental, Health and Safety Requirements, or any Liabilities or potential Liabilities (whether accrued, absolute, contingent, unliquidated or otherwise) including any investigatory, remedial or corrective obligations, relating to it or its facilities arising under Environmental, Health and Safety Requirements.

(c) To the best of its knowledge, and except as set forth on Section 4.24(c) of the Disclosure Schedule, none of the following exists at any property or facility owned, leased or operated by the Company: (1) underground storage tanks, (2) asbestos-containing material in any friable and damaged form or condition, (3) materials or equipment containing polychlorinated biphenyls, (4) landfills, surface impoundments, or disposal areas, or (5) toxic molds or molds expected to lead to allergic reactions at such levels as would pose a threat to human health.

(d) To the best of its knowledge, neither the Company nor its predecessors or Affiliates has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled or released any substance, including, without limitation, any hazardous substance, or owned or operated any property or facility (and no such property or facility is contaminated by any such substance) in a manner that has given or would give rise to material liabilities, including any material liability for response costs, corrective action costs, personal injury, property damage, natural resources damages or attorneys' fees, pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("**CERCLA**") or the Solid Waste Disposal Act, as amended ("**SWDA**") or any other Environmental, Health, and Safety Requirements.

SECTION 4.25 Solvency. The Company is not now insolvent and will not be rendered insolvent by any of the transactions contemplated by this Purchase Agreement. As used in this section, "insolvent" means that the sum of the debts and other probable liabilities of the Company exceed the present fair value of the Company's assets. Immediately after the Closing, (i) the Company will be able to pay its debts and liabilities as they become due in the usual course of business and (ii) the Company will have assets (calculated at the greater of book and fair market value) that exceed its liabilities.

SECTION 4.26 Disclosure. The representations and warranties contained in this Article IV and in Section 3.01 do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained in this Article IV or Section 3.01 not misleading. The materials provided by the Company to the Purchaser in connection with the Purchaser's due diligence review of the Company are accurate

and responsive to the requests made by the Purchaser and do not contain any untrue statements of a material fact or knowingly omit any material information that a reasonable person would expect to be provided in connection with a transaction such as the transactions set forth in this Purchase Agreement.

ARTICLE V

CONDITIONS TO OBLIGATION OF THE PURCHASER TO CLOSE

The obligation of the Purchaser to consummate the transactions to be performed by the Purchaser in connection with the Closing is subject to satisfaction of the following conditions:

SECTION 5.01 Due Diligence. The Purchaser shall have satisfactorily, completed its due diligence review of the Company prior to the Closing, the adequacy of which shall be at the sole discretion of the Purchaser.

SECTION 5.02 Representations and Warranties. All of the representations and warranties made by the Company contained in this Purchase Agreement must have been true and correct as of the date of this Purchase Agreement and must be true and correct at and as of the Closing Date with the same force and effect as though such representations and warranties had been made at and as of the Closing Date.

SECTION 5.03 Compliance with Agreement. The Company shall have performed and complied in all material respects with its obligations and covenants under this Purchase Agreement which are to be performed or complied with by the Company prior to or at the Closing.

SECTION 5.04 Third Party Consents and Approvals. Company shall have procured and delivered to the Purchaser all third party consents specified in Section 3.02. In addition, the Purchaser shall have received confirmation, adequacy of which shall be solely determined by the Purchaser, from North American Van Lines, Inc., Home Direct USA and Excel Inc., that all material agreements with each respective party or any affiliate shall continue in full-force and effect after the Closing Date.

SECTION 5.05 Stock Redemption Agreement. Each party of the Seller Group and the Company shall have executed and delivered the Stock Redemption Agreement.

SECTION 5.06 Transition and Noncompetition Agreement. Each party of the Seller Group shall have executed and delivered the Transition and Noncompetition Agreement, dated as of the date hereof, by and between the Seller Group and the Company, in substantially the form attached hereto as Exhibit E.

SECTION 5.07 BB&T Credit Agreement Amendment. The Company shall have amended the existing Credit Agreement with Branch Banking and Trust Company to read as attached hereto as Exhibit F (the "*BB&T Amendment*").

SECTION 5.08 Lease Agreement. Cardinal Acquisition and the Company shall have executed and entered into a Lease Agreement for the Charlotte facility, in substantially the form attached hereto as Exhibit G (the "*Charlotte Lease*").

SECTION 5.09 Absence of Proceedings. No action, suit or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or charge would (a) prevent consummation of any of the transactions contemplated by this Purchase Agreement, (b) cause any of the transactions contemplated by this Purchase Agreement to be rescinded following consummation, (c) affect adversely the right of the Purchaser to acquire and to control the Company, or (d) affect materially and adversely the right of the Company to own its assets and to operate its business, and no such injunction, judgment, order, decree, ruling or charge shall be in effect.

SECTION 5.10 Instruments Satisfactory. All proceedings, corporate or otherwise, required to be taken by the Company in connection with the performance of this Purchase Agreement and the consummation of the transactions contemplated by this Purchase Agreement, and all certificates, instruments, and other documents required to effect the transactions contemplated hereby and incident thereto, shall be complete and reasonably satisfactory in form and substance to the Purchaser and its counsel, and the Company shall have made available to the Purchaser for examination the originals or true and correct copies of all certificates, instruments and other documents that the Purchaser and its counsel may reasonably request in connection with the transactions contemplated by this Purchase Agreement.

SECTION 5.11 Closing Certificate. The Purchaser shall have received a certificate executed by an officer of the Company, in form and substance reasonably satisfactory to the Purchaser, to the effect that each of the conditions specified above in Sections 7.01, 7.02 and 7.03 is satisfied in all respects.

SECTION 5.12 Resignations. The Purchaser shall have received the resignations, effective as of the Closing, of all the directors and officers of the Company.

SECTION 5.13 Good Standing. The Company shall have delivered to the Purchaser a Certificate of Good Standing and a tax clearance certificate (or similar documents, if available) for the Company issued by the appropriate governmental official of jurisdiction of its incorporation and each jurisdiction in which such the Company is, or is required to be, authorized to transact business or pay any Taxes, and (ii) such other documents and certificates of officers and public officials as shall be reasonably requested by the Purchaser to establish the existence and good standing of the Company.

SECTION 5.14 Secretary's Certificate. The Purchaser shall have received a certificate, dated as of the date of the Closing, signed by the Secretary of the Company and in form and substance reasonably satisfactory to the Purchaser, that shall certify (a) the names of its officers authorized to sign this Purchase Agreement, together with true signatures of such officers; (b) that the copies of the Company's current Articles of Incorporation and Bylaws attached thereto are true, correct and complete; and (c) that the copy of the resolutions of the Company's Board of Directors attached thereto evidencing the approval of this Purchase Agreement and the transactions contemplated thereby, are duly adopted and are in full force and effect.

The Purchaser may waive any condition specified in this Article V if it executes a writing to such effect at or prior to the Closing.

ARTICLE VI

CONDITIONS TO OBLIGATION OF THE COMPANY TO CLOSE

The obligation of the Company to consummate the transactions to be performed by the Company in connection with the Closing is subject to satisfaction of the following conditions:

SECTION 6.01 Representations and Warranties. All of the representations and warranties made by the Purchaser contained in this Purchase Agreement must have been true and correct as of the date of this Purchase Agreement and must be true and correct at and as of the Closing Date with the same force and effect as though such representations and warranties had been made at and as of the Closing Date.

SECTION 6.02 Compliance with Agreement. The Purchaser shall have performed and complied in all material respects with its obligations and covenants under this Purchase Agreement which are to be performed or complied with by the Purchaser prior to or at the Closing.

SECTION 6.03 Legal Investment. At Closing the purchase of the Shares by Purchaser hereunder (i) shall not be prohibited by any applicable law or governmental regulation, (ii) shall not subject the Company to any penalty or, in the Purchaser's reasonable judgment, other onerous condition under or pursuant to any applicable law or governmental regulation and (iii) shall be legally permitted by all laws and regulations to which it or the Company are subject.

SECTION 6.04 Pledge Agreement. The Purchaser shall have executed and delivered the Pledge Agreement by and between the Purchaser, the Company and Cardinal Acquisition, dated as of the date hereof, in substantially the form attached hereto as Exhibit H (the "*Pledge Agreement*").

SECTION 6.05 Guaranties. Each of Alastair McEwan, John Musante and Richard Ross, owners of the outstanding ownership interests in the Purchaser, shall have executed a guaranty, in substantially the form attached hereto as Exhibit I, guaranteeing the Company's obligations under the BB&T Credit Agreement and Mid-Atlantic, Brian Bostick and Watson Barnes shall have been released from each of their respective guaranties under the same.

SECTION 6.06 Absence of Proceedings. No action, suit or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or charge would (a) prevent consummation of any of the transactions contemplated by this Purchase Agreement, or (b) cause any of the transactions contemplated by this Purchase Agreement to be rescinded following consummation, and no such injunction, judgment, order, decree, ruling or charge shall be in effect.

The Company may waive any condition specified in this Article VIII if it executes a writing to such effect at or prior to the Closing.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 Survival of Representations and Warranties. All of the representations and warranties of the Company or the Purchaser contained in this Purchase

SECTION 7.02 Entire Agreement. This Purchase Agreement, including the agreements and documents referred to herein, constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

SECTION 7.04 Counterparts; Delivery by Facsimile. This Purchase Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts shall be construed together and shall constitute one Agreement. This Purchase Agreement and any signed agreement or instrument entered into in connection with this Purchase Agreement or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other electronic communication, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

SECTION 7.06 Notices. All communications or notices required or permitted by this Purchase Agreement shall be in writing and shall be deemed to have been given at the earlier of the date when actually delivered to an officer of the other Party (if the same is an entity), or when sent by confirmed telecopy or facsimile machine to the number shown below, or when properly deposited for delivery by a nationally recognized commercial overnight delivery service, prepaid, or by deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, and addressed as follows, unless and until any of such Parties notifies the other Parties in accordance with this Section of a change of address or change of telecopy number:

Attn: Manager
1215 North 23rd St.
Wilmington, NC. 28402

Wyrick Robbins Yates & Ponton LLP
4101 Lake Boone Trail, Suite 300

Raleigh, NC 27607
Attn: Kenneth E. Ehemann
Tel: (919) 781-4000
Fax: (919) 781-4865

If to Company:

Cardinal Moving & Storage, Inc.
1215 North 23rd St.
Wilmington, NC. 28402
Tel: (910) 762-6661
Fax: (910) 762-5555

SECTION 7.07 Amendments and Waivers. No amendment or waiver of any provision of this Purchase Agreement shall be valid unless the same shall be in writing and signed by the Company and the Purchaser. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

SECTION 7.08 Severability. Any term or provision of this Purchase Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

SECTION 7.09 Expenses. The Company shall pay the reasonable out of pocket costs and expenses incurred by Purchaser in connection with the preparation and review of this Purchase Agreement and the closing of the transactions contemplated hereby, including the reasonable fees and expenses of Wyrick Robbins Yates & Ponton, LLP, as counsel to the Purchaser.

SECTION 7.10 Governing Law. This Purchase Agreement shall be governed by and construed in accordance with the domestic laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule.

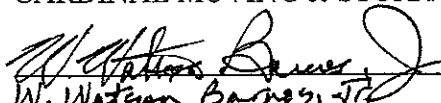
[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the Parties have executed this Purchase Agreement as of the day and year first above written.

COMPANY:

CARDINAL MOVING & STORAGE, INC.

By:
Name:
Title:


W. Watson Barnes, Jr.
President

PURCHASER:

CARDINAL RELOCATION GROUP, LLC

By:
Name:
Title:

[SIGNATURE PAGE TO STOCK PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Purchase Agreement as of the day and year first above written.

COMPANY:

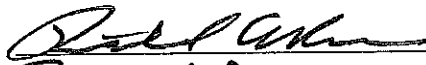
CARDINAL MOVING & STORAGE, INC.

By:
Name:
Title:

PURCHASER:

CARDINAL RELOCATION GROUP, LLC

By:
Name:
Title:


Richard Ron
Manager

[SIGNATURE PAGE TO STOCK PURCHASE AGREEMENT]

EXHIBIT A

Definitions

"Affiliate" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act.

"Affiliated Group" means any affiliated group within the meaning of Code Section 1504(a) or any similar group defined under a similar provision of state, local or foreign law.

"Basis" means any past or present fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction that forms or could form the basis for any specified consequence.

"BB&T Amendment" has the meaning set forth in Section 5.07.

"Cardinal Acquisition" means Cardinal Acquisitions, Inc., a North Carolina corporation.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

"Charlotte Lease" has the meaning set forth in Section 5.08.

"Closing" has the meaning set forth in Section 2.02.

"Closing Date" has the meaning set forth in Section 2.02.

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Stock" means the common stock of the Company, par value \$100.00 per share.

"Company" means Cardinal Moving & Storage, Inc., a North Carolina corporation.

"Shares" has the meaning set forth in Section 2.01.

"Disclosure Schedule" has the meaning set forth in the first paragraph of Article IV.

"Entity" means any Person other than an individual.

"Environmental, Health and Safety Requirements" means all federal, state, local and foreign statutes, regulations, ordinances and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations and all common law concerning public health and safety, worker health and safety, and pollution or protection of the environment, including, without limitation, all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic

chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or radiation, each as amended and as now or hereafter in effect.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Fiduciary" has the meaning set forth in ERISA Section 3(21).

"Financial Statements" has the meaning set forth in Section 4.07.

"GAAP" means generally accepted accounting principles as set forth in opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other Entity as may be approved by a significant segment of the accounting profession, in each case as the same may be applicable to the circumstances as of the day of determination.

"Intellectual Property" means (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements, extensions and additions thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof; (ii) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (iii) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith; (iv) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (v) all computer software and programs (including data and related documentation); (vi) all other proprietary rights; (vii) all copies and tangible embodiments thereof (in whatever form or medium); (viii) all income, royalties, damages or payments now and hereafter due and/or payable under any of the foregoing with respect to any of the foregoing and the right to sue for past, present or future infringements of any of the foregoing; (ix) all licenses with respect to any of the foregoing; and (x) all rights corresponding to any of the foregoing throughout the world.

"Knowledge of the Company", "to the Company's Knowledge" or any phrase of similar import means the actual knowledge of the Company or its directors or officers, or the knowledge that any such individual should have possessed after a reasonable investigation of the business affairs and assets of the Company.

"Liability" means any liability or obligation, whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due, including any liability for Taxes.

"Material Adverse Effect" or "Material Adverse Change" means any effect or change that would be materially adverse to the business, assets, condition (financial or otherwise), operating results, operations, or business prospects of the Company, taken as a whole, or on the ability of any Party to consummate timely the transactions contemplated hereby.

"Mid-Atlantic" means Mid-Atlantic Moving & Storage, Inc., a North Carolina corporation.

"Most Recent Balance Sheet" means the balance sheet contained within the Most Recent Financial Statements.

"Most Recent Financial Statements" has the meaning set forth in Section 4.07.

"Most Recent Fiscal Month End" has the meaning set forth in Section 4.07.

"Most Recent Fiscal Year End" has the meaning set forth in Section 4.07.

"Ordinary Course of Business" means, with respect to the applicable Person, the specific action is (i) consistent with the past practices of the Person and is taken in the ordinary course of the normal day-to-day operations of such Person, (ii) not required to be authorized by the board of directors of such Person and is not required to be specifically authorized by the parent company, if any, of such Person, and (iii) such action is similar in nature and magnitude to actions customarily taken, without authorization by the board of directors, in the ordinary course of the normal day-to-day operations of other Persons that are engaged in the same line of business as such Person.

"Party" means each party signing this Purchase Agreement.

"Permitted Security Interests" has the meaning set forth in Section 4.05.

"Person" means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental authority.

"Pledge Agreement" has the meaning set forth in Section 6.04

"Purchaser" means Cardinal Relocation Group, LLC, a Delaware limited liability company.

"Purchase Agreement" has the meaning set forth in the preamble.

"Required Licenses" has the meaning set forth in Section 4.11 hereto.

"Second Seller Note" has the meaning set forth in Section 2.02 of the Stock Redemption Agreement."

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Security Interest" means any mortgage, pledge, lien, encumbrance, charge or other security interest, whether voluntarily incurred or arising by operation of law or otherwise, affecting any assets or property, including any agreement to give or grant any of the foregoing, any conditional sale or other title retention agreement and the filing of or agreement to give any financing statement with respect to any assets or property under the Uniform Commercial Code of any state or comparable law of any jurisdiction, other than liens for Taxes not yet due and payable.

"Seller Group" has the meaning set forth in the recitals.

"Seller Note" has the meaning set forth in Section 4.09.

"Stock Redemption Agreement" has the meaning set forth in the recitals.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which a majority of the total voting power of the equity interests entitled to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof or a majority of the equity interests is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof. The term "Subsidiary" shall include all Subsidiaries of such Subsidiary.

"SWDA" means the Solid Waste Disposal Act, as amended.

"Tangible Assets" has the meaning set forth in Section 4.15.

"Tax" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under former Section 59A of the Code or any similar or analogous type of tax), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not. Any variations of, or terms of similar import to, "Tax" (e.g., "Taxable" or "Taxing") shall refer to or mean with respect to Taxes.

"Tax Return" means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Wilmington Sublease" has the meaning set forth in Section 5.08.

List of Exhibits

Exhibit A - Definitions
Exhibit B – Stock Redemption Agreement
Exhibit C – Financial Statements
Exhibit D – Seller Note
Exhibit E – Transition and Noncompete Agreement
Exhibit F - BB&T Credit Agreement
Exhibit G – Charlotte Lease
Exhibit H – Pledge Agreement
Exhibit I – Guaranties

Disclosure Schedules

Schedule 4.01 - Officers and directors
Schedule 4.03 - List of breaches, etc.
Schedule 4.05 – List of assets and security interests
Schedule 4.07 – Financial statements
Schedule 4.08 – Material Adverse Change definition
Schedule 4.09 – Intercompany debt
Schedule 4.11 – Licenses
Schedule 4.13 – Real estate leases
Schedule 4.15 – Asset list and 3 vehicles to be kept
Schedule 4.16 – List of agreements
Schedule 4.19 – Insurance
Schedule 4.20 – Litigation
Schedule 4.23 – Employee benefits
Schedule 4.24 – Environmental matters

INSURANCE QUOTE

The following insurance quote is for:

CARDINAL MOVING & STORAGE INC.

(Name of Motor Carrier)

1215 N. 23rd St. Wilmington, N.C.

(Address of Motor Carrier)

Amount of Premium:

Limits Quoted (See Below):

Liability Insurance \$ \$1,770

Limits \$1 M per occ/ \$2 M Agg.

Cargo Insurance \$ \$ 55,440

Limits 100/200

* Attach Certificate of Insurance if available.

Granite State Insurance Company

(Insurance Company Name)

70 Pine St. New York, NY 10270

(Home Office Address of Company)

is familiar with the Commission's Rules and Regulations relating to insurance requirements and the above quote meets the minimum insurance limits prescribed. The insurance company making this quote is authorized by the South Carolina Department of Insurance to do business in South Carolina.

3/26/08

Date

Aiza B. Paul (mm)

(Authorized Insurance Company Representative)

ACORD**CERTIFICATE OF LIABILITY INSURANCE**OP ID GB
CARDI-7

DATE (MM/DD/YYYY)

03/26/08

PRODUCER

Harold W. Wells & Son, Inc.
P. O. Box 2320
Wilmington NC 28402-2320
Phone: 910-762-8551

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: GRANITE STATE INS CO

INSURER B: AMERICAN GUARANTEE & LIAB

INSURER C:

INSURER D:

INSURER E:

INSURED

CARDINAL MOVING & STORAGE INC
CARDINAL RELOCATION GROUP LLC
P O BOX 419
WILMINGTON NC 28402-0419

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY		03/10/08	03/10/09	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000
					PERSONAL & ADV INJURY	\$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2000000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COM/OP AGG	\$ 2000000
X	AUTOMOBILE LIABILITY		03/10/08	03/10/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$
A	EXCESS/UMBRELLA LIABILITY		10/08	03/10/09	EACH OCCURRENCE	\$ 1000000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1000000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$10000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		03/10/08	03/10/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500000
	OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

PUBLI - 1

THE PUBLIC SERVICE COMMISSION
STATE OF SOUTH CAROLINA
P O DRAWER 11649
COLUMBIA SC 29211

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Cheri J. Sommer

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NOTEPAD:

INSURED'S NAME CARDINAL MOVING & STORAGE INC

CARDI-7

PAGE 3

OP ID GB

DATE 03/26/08

GRANITE STATE INS CO

CARGO (CARRIERS LEGAL LIABILITY)

\$100,000 ANY ONE TRUCK, TRAILER OR MEANS OF CONVEYANCE

\$200,000 ANY ONE OCCURENC

\$ 1,000 DEDUCTIBLE

WAREHOUSE LEGAL LIABILITY

\$ 750,000 1215 N 23RD ST, WILMINGTON, NC

\$ 750,000 1215 N 23RD ST REAR, WILMINGTON, NC

\$1,500,000 2708 SHOP ROAD EXT, COLUMBIA, SC


\$2,500,000 1520 TAR HEEL ROAD, CHARLOTTE NC

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

CERTIFICATE

This Certificate is furnished by the undersigned in compliance with Rule 103-135(3)(b) of the Rules and Regulations of the Public Service Commission of South Carolina in connection with the transfer of authority to Cardinal Relocation Group, LLC ("Transferee"). The undersigned states that all of the capital stock of Cardinal Moving & Storage, Inc., and the authority granted in Certificate No. 9662 issued by the Public Service Commission of South Carolina, are being transferred from Cardinal Acquisitions, Inc. ("Transferor") to Transferee, pursuant to the enclosed Stock Purchase Agreement and Stock Redemption Agreement; that there are no debts or claims against the Transferor; no unremitted COD collections due shippers; no claims for loss of or damage to goods transported or received for transportation; no claims for overcharges on property transported; no interline accounts due other carriers; and no wages due employees of the Transferor.

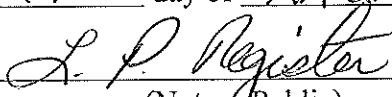
CARDINAL ACQUISITIONS, INC. (Transferor)

By: 
Name: Watson Barnes
Title: ~~CEO~~ President
WB

SWORN to and Subscribed before me

At Wilmington NC

This the 21 day of March, 2008


(Notary Public)

CARDINAL MOVING & STORAGE, INC.

C 1593

SIT Info Cardinal

IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER

REFER TO THIS REG. NO.

SHIPPER Kevin Wilhide
 ADDRESS 317 Crestwood Arch
 FLOOR _____ ELEV. _____ TEL. 803-767-8150
 CITY Lexington STATE SC
 NOTIFICATION OF WEIGHT & CHARGES
 SHIPPER REQUESTS NOTIFICATION OF ACTUAL WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐
 NOTIFY _____ TEL. _____
 ADDRESS _____

CONSIGNEE TO
 ADDRESS WIA
 FLOOR _____ ELEV. _____ TEL. _____
 CITY Rock Hill STATE SC
 PREFERRED DELIVERY DATE(S) Pack 3/5, Load 3/6/07
 OR PERIODS OF TIME

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK WILL NOT BE ACCEPTED.

RECEIVED
 SUBJECT TO ROUTING

GENERAL CONDITIONS: Pack, Load, into SIT

RATES, RULES AND REGULATIONS IN

TARIFF _____ SEC. _____

INVOICING

GOV'T. B/L No. _____
 BILL CHARGES TO Bethmann

THIS SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER & TARIFF. ALL TERMS PRINTED OR STAMPED HEREON OR ON THE REVERSE SIDE HEREOF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING _____ THE CARRIER'S LIABILITY FOR LOSS AND DAMAGE WILL BE 60 PER LB. PER ARTICLE UNLESS A GREATER AMOUNT IS SPECIFIED BY THE SHIPPER.

Self insured by Bethmann

SIGNED _____
 Shipper Date

TIME RECORD

START _____
 FINISH _____
 AM AM Customers Initials
 PM PM Customers Initials

JOB HOURS _____
 TRAVEL TIME _____
 TOTAL HOURS _____

TRANSPORTATION SERVICES HOURLY CHARGE

STRAIGHT TIME
 VAN(S) _____ MEN _____ HOURS AT \$ _____ PER HR.

OVERTIME SERVICES
 VAN(S) _____ MEN _____ HOURS AT \$ _____ PER HR.

TRAVEL TIME HOURS at \$ _____

OTHER CHARGES _____

OTHER CHARGES _____

PACKING _____

INSURANCE _____

TOTAL _____

DATE DELIVERED _____

DRIVER _____

WEIGHT AND SERVICES

SPACE RES. _____ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

EXCL. USE OF VEH. _____ CU. FT.

GROSS 25200 TARE 16720 NET 8480
 TRANSPORTATION _____ MILES Drayage RATE 13.60 CHARGES 1153.28
 ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE) _____
 ADD'TL. TRANS. (SURCHARGE) _____ ORIG. _____ DEST. Fuel 7% 80.73
 EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____
 AT _____
 EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS _____
 PIANO HANDLING: OUT _____ IN _____ HOIST _____
 ADD'TL. LABOR _____ MEN FOR _____ MAN HOURS _____
 WAREHOUSE HANDLING _____
 TRANSIT STORAGE: FROM 3/6/07 TO 3/30/07 3.80/cu 373.12
 S.I.T. VALUATION CHARGE _____

Bulky TV 84.20 88.20
Bulky Engine 70.35 70.35

APPLIANCE SERVICES

ORIGIN DUE _____

DEST. DUE _____

OTHER CHARGES

CARTAGE: TO WHSE ☐ FROM WHSE ☐ ORIG ☐ DEST ☐ MI _____ QUANTITY _____
 BARRELS 5 24 36.75 882.00
 CARTONS LESS THAN 1 1/2 34 8.50 289.00
 CARTONS 1 1/2 24 13.00 312.00
 CARTONS 3 14 16.00 224.00
 CARTONS 4 1/2 2 18.00 36.00
 CARTONS 6 _____

CRIB MATTRESS

WARDROBES (USE OF)

MATTRESS CARTON NOT EXCEEDING 39 x 75

MATTRESS CARTON NOT EXCEEDING 54 x 75

MATTRESS CARTON EXCEEDING 54 x 75

CRATES

MIRROR CARTONS

TOTAL PACKING

TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L.

TOTAL CHARGES 3812.68

PREPAYMENT: COLLECTED BY _____

BALANCE DUE: COLLECTED BY _____

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES ORDERED WERE PERFORMED.

REC'D FOR STORAGE _____

WAREHOUSE

CONSIGNEE Neighbor met to

BY _____

PER _____

DATE _____

(WAREHOUSEMAN'S SIGNATURE)

FORM 952R 1991

PLEASE PRINT OR TYPE IN BLOCK LETTERS IN ALL CAPS

Shop Rd.
Rt. 4, SC

CAI INAL MOVING & STORAGE, INC.
131 PINSLEY CIRCLE, GREENVILLE, SC 29617
Phone: (864) 288-8770

G 2236

IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER

REFER TO THIS REG. NO. 

SHIPPER Kevin W. Ihde
ADDRESS 517 Columbia
FLOOR _____ ELEV. _____ TEL. _____
CITY _____ STATE _____
SHIPPER REQUESTS NOTIFICATION OF ACTUAL WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐
NOTIFY _____ TEL. _____
ADDRESS _____

CONSIGNED TO Kevin W. Ihde
ADDRESS 1574 Covenant Place
FLOOR _____ ELEV. _____ TEL. 803-767-8150
CITY Rock Hill STATE SC
PREFERRED DELIVERY DATE(S) Deliver 3/30/07
OR PERIODS OF TIME _____

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK WILL NOT BE ACCEPTED.

RECEIVED
SUBJECT TO

ROUTING

GENERAL CONDITIONS: Deliver from Storage 3/30/07

RATES, RULES AND REGULATIONS IN

TARIFF _____ SEC. _____

INVOICING

GOV'T. B/L No. _____

BILL CHARGES TO Beltmann

THIS SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER & TARIFF. ALL TERMS PRINTED OR STAMPED HEREON OR ON THE REVERSE (HEREOF, SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING _____ THE CARRIER'S LIABILITY FOR LOSS AND DAMAGE WILL BE 60 PER LB. PER ARTICLE UNLESS A GREATER AMOUNT IS SPECIFIED BY THE SHIPPER.

Self insured by Beltman

SIGNED

Shipper

Date

TIME RECORD

START

FINISH

AM AM Customers Initials

PM PM Customers Initials

JOB HOURS

TRAVEL TIME

TOTAL HOURS

TRANSPORTATION SERVICES
HOURLY CHARGE

STRAIGHT TIME

____ VAN(S) ____ MEN ____ HOURS AT \$ ____ PER HR.

OVERTIME SERVICES

____ VAN(S) ____ MEN ____ HOURS AT \$ ____ PER HR.

TRAVEL TIME HOURS at \$ ____

OTHER CHARGES

OTHER CHARGES

PACKING

INSURANCE

TOTAL

DATE DELIVERED 3-30-07

DRIVER Willie Wilkins

WEIGHT AND SERVICES

☐ SPACE RES. _____ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

☐ EXCL. USE OF VEH. _____ CU. FT.

GROSS _____ TARE _____ NET 2480 RATE CHARGES
TRANSPORTATION _____ MILES Drayage Out 23.70 2509.70
ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE) _____
ADD'TL. TRANS. (SURCHARGE) ☐ ORIG. ☐ DEST. Fuel 8.4 160.78
EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____
AT _____
EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS _____
PIANO HANDLING: OUT _____ IN _____ HOIST _____
ADD'TL. LABOR _____ MEN FOR _____ MAN HOURS _____
WAREHOUSE HANDLING _____
TRANSIT STORAGE: FROM _____ TO _____
S.I.T. VALUATION CHARGE _____

APPLIANCE SERVICES 3-30-07

ORIGIN DUE

DEST. DUE

OTHER CHARGES

CARTAGE: TO WHSE ☐ FROM WHSE ☐ ORIG ☐ DEST ☐ MI QUANTITY

BARRELS

5

CARTONS

LESS THAN

1 1/2

CARTONS

1 1/2

CARTONS

3

CARTONS

4 1/2

CARTONS

6

CRIB MATTRESS

WARDROBES (USE OF)

MATTRESS CARTON NOT EXCEEDING 39 x 75

MATTRESS CARTON NOT EXCEEDING 54 x 75

MATTRESS CARTON EXCEEDING 54 x 75

CRATES

MIRROR CARTONS

TOTAL PACKING

TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L.

TOTAL CHARGES 2170.54

PREPAYMENT: COLLECTED BY

BALANCE DUE: COLLECTED BY

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES RENDERED WERE PERFORMED

REC'D FOR STORAGE

WAREHOUSE

CONSIGNEE X

BY

PER

DATE

(WAREHOUSEMAN'S SIGNATURE)

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

CARDINAL MOVING & STORAGE, INC.

2708 SHOP ROAD EXT. COLUMBIA, SC 29209

Phone (803) 776-7171

803-446-2307

C 40039

IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER REFER TO THIS REG. NO.

SHIPPER Mark Waldrop
 ADDRESS 113 Kellers Pond Lane
 FLOOR _____ ELEV. _____ TEL. 803-368-0623
 CITY Clemson STATE SC
 NOTIFICATION OF WEIGHT & CHARGES
 SHIPPER REQUESTS NOTIFICATION OF ACTUAL
 WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐
 NOTIFY 803-446-2307
 ADDRESS _____

CONSIGNEE TO
 ADDRESS 632 Walden Creek Way
 FLOOR _____ ELEV. _____ TEL. _____
 CITY Greenville STATE SC
 PREFERRED DELIVERY DATE(S) 5-22-07
 OR PERIODS OF TIME _____

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR
 CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES
 POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK
 WILL NOT BE ACCEPTED.

RECEIVED _____
 SUBJECT TO _____ ROUTING _____
 GENERAL CONDITIONS: Intra-Move -

RATES, RULES AND REGULATIONS IN
 TARIFF _____ SEC. _____

INVOICING
 GOVT. BL. No. _____
 BILL CHARGES TO Bethman Group

WEIGHT AND SERVICES ☐ SPACE RES. _____ CU. FT.
 EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE
☐ EXCL. USE OF VEH. _____ CU. FT.

THIS SHIPMENT WILL MOVE SUBJECT TO
 THE RULES AND CONDITIONS OF THE CAR-
 RIER & TARIFF. ALL TERMS PRINTED OR
 STAMPED HEREON OR ON THE REVERSE
 SIDE HEREOF, SHIPPER HEREBY RELEASES
 THE ENTIRE SHIPMENT TO A VALUE NOT
 EXCEEDING _____ THE CARRIER'S LI-
 ABILITY FOR LOSS AND DAMAGE WILL BE .60
 PER LB. PER ARTICLE UNLESS A GREATER
 AMOUNT IS SPECIFIED BY THE SHIPPER.

Self-insured by
Bethman

SIGNED _____
 Shipper _____ Date _____

TIME RECORD
 START _____
 FINISH _____
 AM AM Customers Initials
 PM PM Customers Initials

JOB HOURS _____
 TRAVEL TIME _____
 TOTAL HOURS _____

TRANSPORTATION SERVICES
 HOURLY CHARGE
 STRAIGHT TIME
 VAN(S) _____ MEN _____ HOURS AT \$ _____ PER HR.
 OVERTIME SERVICES
 VAN(S) _____ MEN _____ HOURS AT \$ _____ PER HR.
 TRAVEL TIME HOURS at \$ _____
 OTHER CHARGES _____
 OTHER CHARGES _____
 PACKING _____
 INSURANCE _____
 TOTAL _____
 DATE DELIVERED _____
 DRIVER _____

GROSS 24,240 TARE 17,940 NET 6,300 RATE CHARGES
 TRANSPORTATION 94 MILES 24.60 1858.50
 ADDTL. LIAB. CHG. (PER SHIPMENT CHARGE) _____
 ADDTL. TRANS. (SURCHARGE) ☐ ORIG. ☐ DEST. _____
 EXTRA PICKUPS OR DELIVERIES: NO. 2 BY _____
 AT PU @ Plantation Storage 58.75
 EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS _____
 PIANO HANDLING: OUT _____ IN _____ HOIST _____
 ADDTL. LABOR _____ MEN FOR _____ MAN HOURS _____
 WAREHOUSE HANDLING _____
 TRANSIT STORAGE: FROM _____ TO _____
 S.I.T. VALUATION CHARGE _____
Fuel 185.85

APPLIANCE SERVICES ORIGIN DUE _____
 DEST. DUE _____
 OTHER CHARGES _____
 CARTAGE: TO WHSE ☐ FROM WHSE ☐ ORIG ☐ DEST ☐ MI _____ QUANTITY _____
 BARRELS 5 13 36.75 477.75
 CARTONS LESS THAN 1 1/2 13 8.50 110.50
 CARTONS 1 1/2 13 13.00 169.00
 CARTONS 3 13 16.00 208.00
 CARTONS 4 1/2 32 16.00 512.00
 CARTONS 6 3 18.00 54.00
 CRIB MATTRESS _____
 WARDROBES (USE OF) 11 17.75 195.25
 MATTRESS CARTON NOT EXCEEDING 39 x 75 _____
 MATTRESS CARTON NOT EXCEEDING 54 x 75 2 26.00 52.00
 MATTRESS CARTON EXCEEDING 54 x 75 _____
 CRATES MIRROR CARTONS 11 28.00 308.00
 TOTAL PACKING 1878.50

TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L. TOTAL CHARGES 3481.60
 PREPAYMENT: COLLECTED BY _____
 BALANCE DUE: COLLECTED BY _____

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES
 ORDERED WERE PERFORMED.
 REC'D FOR STORAGE _____ WAREHOUSE _____ CONSIGNEE Mark Waldrop
 BY _____ PER _____ DATE 5/22/07
 (WAREHOUSEMAN'S SIGNATURE)

WHITE ORIGINAL

CANARY SHIPPING ORDER

PINK CUSTOMER COPY

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL
CARDINAL MOVING & STORAGE, INC.
2708 SHOP ROAD EXT. COLUMBIA, SC 29209
Phone (803) 776-7171

C

2019

IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER REFER TO THIS REG. NO.

SHIPPER _____
ADDRESS _____
FLOOR _____ ELEV. _____ TEL. _____
CITY _____ STATE _____
NOTIFICATION OF WEIGHT & CHARGES
SHIPPER REQUESTS NOTIFICATION OF ACTUAL
WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐
NOTIFY _____ TEL. _____
ADDRESS _____

CONSIGNEE TO Messick
ADDRESS 1278 Willow Woods Dr.
FLOOR _____ ELEV. _____ TEL. 803-522-0806
CITY Aiken STATE SC 29803
PREFERRED DELIVERY DATE(S) 6-14-07
OR PERIODS OF TIME _____

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR
CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES
POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK
WILL NOT BE ACCEPTED.

RECEIVED SUBJECT TO ROUTING

GENERAL CONDITIONS: Deliver from SIT

RATES, RULES AND REGULATIONS IN

TARIFF _____ SEC. _____

INVOICING

WEIGHT AND SERVICES

☐ SPACE RES. _____ CU. FT.

GOV'T. B/L No. _____
BILL CHARGES TO _____

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE
☐ EXCL. USE OF VEH. _____ CU. FT.

THIS SHIPMENT WILL MOVE SUBJECT TO
THE RULES AND CONDITIONS OF THE CAR-
RIER & TARIFF. ALL TERMS PRINTED OR
STAMPED HEREON OR ON THE REVERSE
SIDE HEREOF. SHIPPER HEREBY RELEASES
THE ENTIRE SHIPMENT TO A VALUE NOT
EXCEEDING THE CARRIER'S LI-
ABILITY FOR LOSS AND DAMAGE WILL BE .60
PER LB. PER ARTICLE UNLESS A GREATER
AMOUNT IS SPECIFIED BY THE SHIPPER.

GROSS	TARE	NET	RATE	CHARGES
TRANSPORTATION <u>1.8</u> MILES		<u>11640</u>	<u>13.60</u>	<u>1583.14</u>
ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE)		<u>fuel</u>		<u>142.47</u>
ADD'TL. TRANS. (SURCHARGE) <input type="checkbox"/> ORIG. <input type="checkbox"/> DEST.				
EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____				
AT _____				
EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS _____				
PIANO HANDLING: OUT _____ IN _____ HOIST _____				
ADD'TL. LABOR _____ MEN FOR _____ MAN HOURS _____				
WAREHOUSE HANDLING _____				
TRANSIT STORAGE: FROM _____ TO <u>14 days - June</u>			<u>14.74</u>	<u>204.36</u>
S.I.T. VALUATION CHARGE _____				

Self-Insured per DA
SIGNED [Signature] 6/14/07
Shipper Date

TIME RECORD

APPLIANCE SERVICES

ORIGIN DUE _____
DEST. DUE _____

START _____
FINISH _____
AM AM Customers Initials
PM PM Customers Initials

OTHER CHARGES

CARTAGE: TO WHSE <input type="checkbox"/> FROM WHSE <input type="checkbox"/> ORIG <input type="checkbox"/> DEST <input type="checkbox"/> MI	QUANTITY
BARRELS	5
CARTONS LESS THAN 1 1/2	
CARTONS 1 1/2	
CARTONS 3	
CARTONS 4 1/2	
CARTONS 6	
CRIB MATTRESS	
WARDROBES (USE OF)	
MATTRESS CARTON NOT EXCEEDING 39 x 75	
MATTRESS CARTON NOT EXCEEDING 54 x 75	
MATTRESS CARTON EXCEEDING 54 x 75	
CRATES MIRROR CARTONS	
TOTAL PACKING	

JOB HOURS _____
TRAVEL TIME _____
TOTAL HOURS _____

TRANSPORTATION SERVICES
HOURLY CHARGE

STRAIGHT TIME
VAN(S) _____ MEN _____ HOURS AT \$ _____ PER HR.

OVERTIME SERVICES
VAN(S) _____ MEN _____ HOURS AT \$ _____ PER HR.

TRAVEL TIME HOURS at \$ _____

OTHER CHARGES _____

OTHER CHARGES _____

PACKING _____

INSURANCE _____

TOTAL _____

DATE DELIVERED _____

DRIVER _____

TOTAL CHARGES CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L. TOTAL CHARGES 1931.87

PREPAYMENT: COLLECTED BY _____

BALANCE DUE: COLLECTED BY _____

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES
ORDERED WERE PERFORMED.
REC'D FOR STORAGE _____ WAREHOUSE _____ CONSIGNEE [Signature]

BY _____ PER _____ DATE _____
(WAREHOUSEMAN'S SIGNATURE)

WHITE-ORIGINAL CANARY-SHIPPING ORDER PINK-CUSTOMER COPY

CARDINAL MOVING & STORAGE, INC.

2708 SHOP ROAD EXT. COLUMBIA, SC 29209

Phone (803) 776-7171

C

40063

IN CASE OF NEED, CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER

REFER TO THIS REG. NO.

SHIPPER Susan Gannon
 ADDRESS 288 Outrigger Lane
 FLOOR _____ ELEV. _____ TEL. _____
 CITY Columbia STATE SC
 NOTIFICATION OF WEIGHT & CHARGES
 SHIPPER REQUESTS NOTIFICATION OF ACTUAL
 WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐
 NOTIFY _____ TEL. _____
 ADDRESS _____

CONSIGNEE TO
 ADDRESS 601 Regatta Rd
 FLOOR _____ ELEV. _____ TEL. _____
 CITY Columbia STATE SC
 PREFERRED DELIVERY DATE(S)
 OR PERIODS OF TIME 8/02/07

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR
 CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES
 POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK
 WILL NOT BE ACCEPTED.

RECEIVED
 SUBJECT TO

ROUTING

GENERAL
 CONDITIONS:

RATES, RULES AND REGULATIONS IN
 TARIFF _____ SEC. _____

INVOICING

GOV'T. B/L No. _____
 BILL CHARGES TO OOD

THIS SHIPMENT WILL MOVE SUBJECT TO
 THE RULES AND CONDITIONS OF THE CAR-
 RIER & TARIFF. ALL TERMS PRINTED OR
 STAMPED HEREON OR ON THE REVERSE
 SIDE HEREOF. SHIPPER HEREBY RELEASES
 THE ENTIRE SHIPMENT TO A VALUE NOT
 EXCEEDING THE CARRIER'S LI-
 ABILITY FOR LOSS AND DAMAGE WILL BE 60
 PER LB. PER ARTICLE UNLESS A GREATER
 AMOUNT IS SPECIFIED BY THE SHIPPER.

13,125 ACV

SIGNED _____
 Shipper _____ Date _____

TIME RECORD

START 8:33 58
 FINISH 6:00 28
 AM AM Customers Initials
 PM PM Customers Initials

JOB HOURS 9 1/2
 TRAVEL TIME 1
 TOTAL HOURS 10 1/2

TRANSPORTATION SERVICES
HOURLY CHARGE

STRAIGHT TIME 12 1/2
 1 VAN(S) 3 MEN 9 1/2 HOURS AT \$ _____ PER HR.

OVERTIME SERVICES

VAN(S) _____ MEN _____ HOURS AT \$ _____ PER HR.
 TRAVEL TIME HOURS AT \$ 122.12
 OTHER CHARGES 30.00
 OTHER CHARGES _____
 PACKING _____
 INSURANCE _____
 TOTAL 1312.05
 DATE DELIVERED _____
 DRIVER Kevin Blair

WEIGHT AND SERVICES

SPACE RES. _____ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

EXCL. USE OF VEH. _____ CU. FT.

GROSS	TARE	NET	RATE	CHARGES
TRANSPORTATION	MILES			1312.05
ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE)				119.00
ADD'TL. TRANS. (SURCHARGE)	ORIG. <input type="checkbox"/> DEST. <input type="checkbox"/>			
EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____				
AT _____				
EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS _____				
PIANO HANDLING: OUT _____ IN _____ HOIST _____				81.50
ADD'TL. LABOR _____ MEN FOR _____ MAN HOURS _____				
WAREHOUSE HANDLING _____				
TRANSIT STORAGE: FROM _____ TO _____				
S.I.T. VALUATION CHARGE				238.00
Third Party				

APPLIANCE SERVICES

ORIGIN DUE _____

DEST. DUE _____

OTHER CHARGES

CARTAGE: TO WHSE <input type="checkbox"/> FROM WHSE <input type="checkbox"/> ORIG <input type="checkbox"/> DEST <input type="checkbox"/> MI	QUANTITY	RATE	CHARGES
BARRELS	5	30.75	153.75
CARTONS LESS THAN 1 1/2	14	8.50	119.00
CARTONS 1 1/2	19	8.50	161.50
CARTONS 3	20	13.00	260.00
CARTONS 4 1/2	33	16.00	528.00
CARTONS 6	4	18.00	72.00
CRIB MATTRESS			
WARDROBES (USE OF)	12	17.75	213.00
MATTRESS CARTON NOT EXCEEDING 39 x 75			
MATTRESS CARTON NOT EXCEEDING 54 x 75			
MATTRESS CARTON EXCEEDING 54 x 75			
CRATES MIRROR CARTONS	6	28.00	168.00
TOTAL PACKING			1919.00
TOTAL CHARGES CHGE <input type="checkbox"/> PPD <input type="checkbox"/> C.O.D. <input type="checkbox"/> G.B.L. <input type="checkbox"/>			3667.55

PREPAYMENT: COLLECTED BY _____

BALANCE DUE: COLLECTED BY _____

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES
 ORDERED WERE PERFORMED.

REC'D FOR STORAGE _____ CONSIGNEE _____

BY _____ WAREHOUSE _____ PER _____ DATE _____

(WAREHOUSEMAN'S SIGNATURE)

WHITE-ORIGINAL

CANARY-SHIPPING ORDER

PINK-CUSTOMER COPY

CARDINAL MOVING & STORAGE, INC.

2708 SHOP ROAD EXT. COLUMBIA, SC 29209

Phone (803) 776-7171

C

40076

IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER

REFER TO THIS REG. NO.

SHIPPER Sherry Spangler
 ADDRESS 4125 W. Wood Rd.
 FLOOR _____ ELEV. _____ TEL. 787-5346
 CITY Columbia STATE SC
 NOTIFICATION OF WEIGHT & CHARGES
 SHIPPER REQUESTS NOTIFICATION OF ACTUAL
 WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐ or ☒
 NOTIFY _____ TEL. 260-4545
 ADDRESS _____

CONSIGNEE TO
 ADDRESS 101 Saluda Point #937
 FLOOR _____ ELEV. _____ TEL. _____
 CITY Lexington STATE SC
 PREFERRED DELIVERY DATE(S) _____
 OR PERIODS OF TIME _____

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR
 CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES
 POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK
 WILL NOT BE ACCEPTED.

RECEIVED
 SUBJECT TO

ROUTING

GENERAL
 CONDITIONS:

Local Move

RATES, RULES AND REGULATIONS IN

TARIFF _____ SEC. _____

INVOICING

GOV'T. B/L No. _____

BILL CHARGES TO _____

COD

THIS SHIPMENT WILL MOVE SUBJECT TO
 THE RULES AND CONDITIONS OF THE CARRIER
 & TARIFF. ALL TERMS PRINTED OR
 STAMPED HEREON OR ON THE REVERSE
 SIDE HEREOF. SHIPPER HEREBY RELEASES
 THE ENTIRE SHIPMENT TO A VALUE NOT
 EXCEEDING THE CARRIER'S LIABILITY
 FOR LOSS AND DAMAGE WILL BE .60
 PER LB. PER ARTICLE UNLESS A GREATER
 AMOUNT IS SPECIFIED BY THE SHIPPER.

1.60

SIGNED Sherry Spangler 8-27-07
 Shipper Date

TIME RECORD

START 11:10 AM 55FINISH 4:06 PM 55

AM AM Customers Initials

PM PM Customers Initials

JOB HOURS (11:10 - 4:06) 4.5TRAVEL TIME (11:10 - 4:06) 1TOTAL HOURS 6TRANSPORTATION SERVICES
HOURLY CHARGE

1 3 STRAIGHT TIME 122.10
 VAN(S) MEN HOURS AT \$ PER HR.

OVERTIME SERVICES

VAN(S) MEN HOURS AT \$ PER HR.
 TRAVEL TIME HOURS AT \$ 122.10

OTHER CHARGES fuel 30.00OTHER CHARGES 610.50

PACKING _____

INSURANCE _____

TOTAL 762.60DATE DELIVERED 8/27/07DRIVER Barbara White

WEIGHT AND SERVICES

☐ SPACE RES. _____ CU. FT.☐ EXCL. USE OF VEH. _____ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

GROSS _____ TARE 762.60 NET _____

TRANSPORTATION _____ MILES

ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE) _____

ADD'TL. TRANS. (SURCHARGE) ☐ ORIG. ☐ DEST. _____

EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____

AT _____

EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS _____

PIANO HANDLING: OUT _____ IN _____ HOIST _____

ADD'TL. LABOR _____ MEN FOR _____ MAN HOURS _____

WAREHOUSE HANDLING _____

TRANSIT STORAGE: FROM _____ TO _____

S.I.T. VALUATION CHARGE _____

APPLIANCE SERVICES

ORIGIN DUE _____

DEST. DUE _____

OTHER CHARGES

CARTAGE: TO WHSE ☐ FROM WHSE ☐ ORIG ☐ DEST ☐ MI _____

QUANTITY

BARRELS _____

5

CARTONS _____

LESS THAN

1 1/2

CARTONS _____

1 1/2

CARTONS _____

3

CARTONS _____

4 1/2

CARTONS _____

6

CRIB MATTRESS _____

WARDROBES (USE OF) _____

MATTRESS CARTON NOT EXCEEDING 39 x 75 _____

MATTRESS CARTON NOT EXCEEDING 54 x 75 _____

MATTRESS CARTON EXCEEDING 54 x 75 _____

CRATES _____

MIRROR CARTONS _____

TOTAL PACKING _____

TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L. _____

TOTAL CHARGES _____

PREPAYMENT: COLLECTED BY _____

BALANCE DUE: COLLECTED BY _____

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES ORDERED WERE PERFORMED.

REC'D FOR STORAGE _____

CONSIGNEE _____

BY _____ WAREHOUSE

PER _____

(WAREHOUSEMAN'S SIGNATURE)

DATE

WHITE-ORIGINAL

CANARY-SHIPPING ORDER

PINK-CUSTOMER COPY

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

CARDINAL MOVING & STORAGE, INC.

2708 SHOP ROAD EXT. COLUMBIA, SC 29209

Phone (803) 776-7171

C

40110

Damien M.

IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER REFER TO THIS REG. NO.

SHIPPER STEVE QUARLES
 ADDRESS 100 Sunset Blvd.
 FLOOR _____ ELEV. #604 TEL. 803-608-1638
 CITY W. Columbia STATE SC

CONSIGNED TO STEVE QUARLES
 ADDRESS 2310 DIENCAN ST.
 FLOOR _____ ELEV. _____ TEL. 803-608-1638
 CITY Columbia STATE SC
 PREFERRED DELIVERY DATE(S) _____
 OR PERIODS OF TIME W/A

SHIPPER REQUESTS NOTIFICATION OF ACTUAL

WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐

NOTIFY _____ TEL. _____

ADDRESS _____

RECEIVED
SUBJECT TO

ROUTING

GENERAL
CONDITIONS:

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR
 CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES
 POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK
 WILL NOT BE ACCEPTED.

RATES, RULES AND REGULATIONS IN

TARIFF SC #5 SEC. _____

INVOICING

GOVT. B/L No. _____

BILL CHARGES TO _____

P.O. Box 2921
Irmo, SC 29063

THIS SHIPMENT WILL MOVE SUBJECT TO
 THE RULES AND CONDITIONS OF THE CAR-
 RIER & TARIFF. ALL TERMS PRINTED OR
 STAMPED HEREON OR ON THE REVERSE
 SIDE HEREOF. SHIPPER HEREBY RELEASES
 THE ENTIRE SHIPMENT TO A VALUE NOT
 EXCEEDING _____ THE CARRIER'S LI-
 ABILITY FOR LOSS AND DAMAGE WILL BE 60
 PER LB. PER ARTICLE UNLESS A GREATER
 AMOUNT IS SPECIFIED BY THE SHIPPER.

SIGNED [Signature] 10-26-05
 Shipper Date

TIME RECORD

START _____

FINISH _____

AM AM Customers Initials

PM PM Customers Initials

JOB HOURS _____

TRAVEL TIME _____

TOTAL HOURS _____

TRANSPORTATION SERVICES
HOURLY CHARGE

STRAIGHT TIME

VAN(S) _____ MEN _____ HOURS AT \$ _____ PER HR.

OVERTIME SERVICES

VAN(S) _____ MEN _____ HOURS AT \$ _____ PER HR.

TRAVEL TIME HOURS at \$ _____

OTHER CHARGES _____

OTHER CHARGES _____

PACKING _____

INSURANCE _____

TOTAL _____

DATE DELIVERED 2/12/98DRIVER [Signature]

WEIGHT AND SERVICES

SPACE RES. _____ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

EXCL. USE OF VEH. _____ CU. FT.

GROSS	TARE	NET	RATE	CHARGES
22,540	16,200	16,340	13.60	86.22
TRANSPORTATION _____ MILES				
ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE)				
ADD'TL. TRANS. (SURCHARGE) _____ ORIG. _____ DEST. <u>Fuel</u>				86.22
EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____				
AT _____				
EXCESSIVE CARRY <u>1</u> ELEVATOR _____ STAIRS _____			1.90	120.46
PIANO HANDLING: OUT _____ IN _____ HOIST _____				
ADD'TL. LABOR _____ MEN FOR _____ MAN HOURS _____			4.40	278.96
WAREHOUSE HANDLING _____			3.80	240.62
TRANSIT STORAGE: FROM _____ TO <u>October</u>				
S.I.T. VALUATION CHARGE _____				

APPLIANCE SERVICES

ORIGIN DUE _____

DEST. DUE _____

OTHER CHARGES

CARTAGE: TO WHSE <input type="checkbox"/> FROM WHSE <input type="checkbox"/> ORIG. _____ DEST. <input type="checkbox"/> MI _____	QUANTITY		
BARRELS _____	5		
CARTONS LESS THAN _____	1 1/2		
CARTONS _____	1 1/2		
CARTONS _____	3		
CARTONS _____	4 1/2		
CARTONS _____	6		
CRIB MATTRESS _____			
WARDROBES (USE OF) _____			
MATTRESS CARTON NOT EXCEEDING 39 x 75	2	14.50	29.00
MATTRESS CARTON NOT EXCEEDING 54 x 75	2	16.50	33.00
MATTRESS CARTON EXCEEDING 54 x 75	1	26.00	26.00
CRATES _____ MIRROR CARTONS _____	2	28.00	56.00
TOTAL PACKING			

TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L.TOTAL CHARGES 1,732.80

PREPAYMENT: COLLECTED BY _____

BALANCE DUE: COLLECTED BY _____

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES ORDERED WERE PERFORMED.

REC'D FOR STORAGE _____ WAREHOUSE _____ CONSIGNEE [Signature]BY _____ PER _____ DATE 2-11-98

(WAREHOUSEMAN'S SIGNATURE)

WHITE-ORIGINAL

CANARY-SHIPPING ORDER

PINK-CUSTOMER COPY

Alt PH# 803-212-8808

IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER REFER TO THIS REG. NO.

SHIPPER Charles & Martha Messick
ADDRESS 106 Preakness Ct.
FLOOR _____ ELEV. _____ TEL. 455-3430
CITY W. Columbia STATE SC ZIP 29172

CONSIGNEE TO _____
ADDRESS _____
FLOOR _____ ELEV. _____ TEL. _____
CITY _____ STATE _____
PREFERRED DELIVERY DATE(S) 11/24/07
OR PERIODS OF TIME _____

NOTIFICATION OF WEIGHT & CHARGES

SHIPPER REQUESTS NOTIFICATION OF ACTUAL WEIGHT & CHARGES TO PARTY SHOWN BELOW

NOTIFY _____ TEL. _____

ADDRESS _____

RECEIVED
SUBJECT TO

ROUTING

GENERAL CONDITIONS:

PACK/Load Bring Into Storage

RATES, RULES AND REGULATIONS IN
TARIFF _____ SEC. _____

INVOICING

GOVT. B/L No. _____

BILL CHARGES TO Self Insured
Airvan

THIS SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER & TARIFF. ALL TERMS PRINTED OR STAMPED HEREON OR ON THE REVERSE SIDE HEREOF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING THE CARRIER'S LIABILITY FOR LOSS AND DAMAGE WILL BE .60 PER LB. PER ARTICLE UNLESS A GREATER AMOUNT IS SPECIFIED BY THE SHIPPER.

Self-Insured per BIA
SIGNED [Signature] 11/24/07
Shipper Date

TIME RECORD

START 2:30 Un
FINISH 4:30 Un
AM AM Customers Initials
PM PM Customers Initials

JOB HOURS _____
TRAVEL TIME _____
TOTAL HOURS _____

TRANSPORTATION SERVICES
HOURLY CHARGE

STRAIGHT TIME
VAN(S) _____ MEN _____ HOURS AT \$ _____ PER HR.

OVERTIME SERVICES
VAN(S) _____ MEN _____ HOURS AT \$ _____ PER HR.

TRAVEL TIME HOURS at \$ _____

OTHER CHARGES _____

OTHER CHARGES _____

PACKING _____

INSURANCE _____

TOTAL _____

DATE DELIVERED _____

DRIVER Phyllis TOKI

WEIGHT AND SERVICES

☐ SPACE RES. _____ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

☐ EXCL. USE OF VEH. _____ CU. FT.

GROSS 26,220 TARE 14,760 NET 11,640 RATE CHARGES
TRANSPORTATION _____ MILES Drayage to SC 13.60 1583.04
ADD'L. LIAB. CHG. (PER SHIPMENT CHARGE) _____
ADD'L. TRANS. (SURCHARGE) ☐ ORIG. ☒ DEST. Fuel 142.47
EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____
AT _____
EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS _____
PIANO HANDLING: OUT _____ IN _____ HOIST _____
ADD'L. LABOR _____ MEN FOR _____ MAN HOURS _____
WAREHOUSE HANDLING 4.40 512.16
TRANSIT STORAGE: FROM _____ TO _____
S.I.T. VALUATION CHARGE 7 Days 6th April 14.74 103.18
Bucky-TV 88.20
3rd Party-Country-TV 170.25

APPLIANCE SERVICES

ORIGIN DUE _____

DEST. DUE _____

OTHER CHARGES

CARTAGE: TO WHSE ☐ FROM WHSE ☐ ORIG ☐ DEST ☐ MI _____ QUANTITY _____
BARRELS _____ 5 14 36.75 514.50
CARTONS LESS THAN 1 1/2 _____
CARTONS 1 1/2 22 8.50 187.00
CARTONS 3 33 13.00 429.00
CARTONS 4 1/2 25 16.00 400.00
CARTONS 6 6 18.00 108.00
CRIB MATTRESS _____
WARDROBES (USE OF) 6 17.75 106.50
MATTRESS CARTON NOT EXCEEDING 39 x 75 _____
MATTRESS CARTON NOT EXCEEDING 54 x 75 _____
MATTRESS CARTON EXCEEDING 54 x 75 4 26.00 104.00
CRATES MIRROR CARTONS 20 28.00 560.00
TOTAL PACKING _____

TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L.

TOTAL CHARGES 5616.30

PREPAYMENT: COLLECTED BY _____

BALANCE DUE: COLLECTED BY _____

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION (EXCEPT AS NOTED ON THIS BILL) AND SERVICE ORDERED WERE PERFORMED.

REC'D FOR STORAGE _____ WAREHOUSE _____ CONSIGNEE [Signature]

BY _____ PER _____ DATE _____
(WAREHOUSEMAN'S SIGNATURE)

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL
CARDINAL MOVING & STORAGE, INC.
 2708 SHOP ROAD EXT. COLUMBIA, SC 29209
 Phone (803) 776-7171

Kusty L. Kevin B. Schmy C.
C 40144

IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER REFER TO THIS REG. NO.

SHIPPER AL + Sharon Barreras
 ADDRESS 4060 Woodside Plantation Drive
 FLOOR _____ ELEV. _____ TEL. 704-307-3805
 CITY Aiken STATE SC
 NOTIFICATION OF WEIGHT & CHARGES
 SHIPPER REQUESTS NOTIFICATION OF ACTUAL WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐
 NOTIFY _____ TEL. _____
 ADDRESS _____

CONSIGNEE TO same
 ADDRESS 139 Lady Banks Rd
 FLOOR _____ ELEV. _____ TEL. _____
 CITY Aiken STATE SC
 PREFERRED DELIVERY DATE(S) OR PERIODS OF TIME 1/4 - 1/10/08

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK WILL NOT BE ACCEPTED.

RECEIVED
 SUBJECT TO ROUTING

GENERAL CONDITIONS:

RATES, RULES AND REGULATIONS IN

TARIFF _____ SEC. _____

INVOICING

GOV'T. B/L No. _____
 BILL CHARGES TO Alex Muro Stg
2610 S. Birch St
Santa Ana, CA 92707

THIS SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER & TARIFF. ALL TERMS PRINTED OR STAMPED HEREON OR ON THE REVERSE SIDE HEREOF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING THE CARRIER'S LIABILITY FOR LOSS AND DAMAGE WILL BE \$0 PER LB. PER ARTICLE UNLESS A GREATER AMOUNT IS SPECIFIED BY THE SHIPPER.

SIGNED

Shipper

Date

TIME RECORD

START 10:00
 FINISH 04:30 PM
 AM Customers Initials B
 PM Customers Initials B

JOB HOURS 6 hours
 TRAVEL TIME 1 hour
 TOTAL HOURS 7 hours

TRANSPORTATION SERVICES
 HOURLY CHARGE

1 VAN(S) 3 STRAIGHT TIME 122.50
 MEN HOURS AT \$ _____ PER HR

OVERTIME SERVICES

1 VAN(S) _____ MEN HOURS AT \$ _____ PER HR

OTHER CHARGES 15 @ 13% 111.48

OTHER CHARGES _____

PACKING _____

INSURANCE _____

TOTAL _____

DATE DELIVERED 1/5/08

DRIVER Kusty L. Kevin B. Schmy C.

WEIGHT AND SERVICES

☐ SPACE RES. _____ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

☐ EXCL. USE OF VEH. _____ CU. FT.

GROSS	TARE	NET	RATE	CHARGES
TRANSPORTATION	MILES	<u>6 hrs 3men</u>	<u>122.50</u>	<u>735.00</u>
ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE)		<u>1 hr travel</u>	<u>122.50</u>	<u>122.50</u>
ADD'TL. TRANS. (SURCHARGE)	<input type="checkbox"/> ORIG. <input type="checkbox"/> DEST. fuel		<u>13%</u>	<u>111.48</u>
EXTRA PICKUPS OR DELIVERIES: NO. _____ BY <u>3 hrs 3men</u>			<u>122.50</u>	<u>367.50</u>
AT <u>1 hr travel</u>			<u>122.50</u>	<u>122.50</u>
EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS <u>fuel</u>			<u>13%</u>	<u>63.70</u>
PIANO HANDLING: OUT _____ IN _____ HOIST _____				
ADD'TL. LABOR _____ MEN FOR _____ MAN HOURS _____				
WAREHOUSE HANDLING _____				
TRANSIT STORAGE: FROM _____ TO _____				
S.I.T. VALUATION CHARGE				

3rd Party GFC origin
3rd Party GFC dest.

183 - 183.00
183 - 183.00

APPLIANCE SERVICES

ORIGIN DUE _____

DEST. DUE _____

OTHER CHARGES

CARTAGE: TO WHSE <input type="checkbox"/> FROM WHSE <input type="checkbox"/> ORIG <input type="checkbox"/> DEST <input type="checkbox"/> MI	QUANTITY	RATE	CHARGES
BARRELS	5	36.75	183.75
CARTONS LESS THAN 1 1/2	12	8.50	102.00
CARTONS 1 1/2	3	13.00	39.00
CARTONS 4 1/2	22	16.00	352.00
CARTONS 6	2	18.00	36.00
CRIB MATTRESS			
WARDROBES (USE OF)	11	12.25	134.75
MATTRESS CARTON NOT EXCEEDING 39 x 75 <u>Twin</u>		14.50	
MATTRESS CARTON NOT EXCEEDING 54 x 75 <u>Full</u>			
MATTRESS CARTON EXCEEDING 54 x 75 <u>K/6</u>		28.00	
CRATES MIRROR CARTONS	1	28.00	28.00
TOTAL PACKING			

TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L.

TOTAL CHARGES 2963.18

PREPAYMENT: COLLECTED BY _____

BALANCE DUE: COLLECTED BY _____

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES ORDERED WERE PERFORMED.

REC'D FOR STORAGE _____

WAREHOUSE

CONSIGNEE Kusty L. Kevin B. Schmy C.

BY

PER

DATE

(WAREHOUSEMAN'S SIGNATURE)

WHITE-ORIGINAL

CANARY-SHIPPING ORDER

PINK-CUSTOMER COPY

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

CARDINAL MOVING & STORAGE, INC.
2708 SHOP ROAD EXT. COLUMBIA, SC 29209
Phone (803) 776-7171

C 40181

IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER REFER TO THIS REG. NO.

SHIPPER ALICE STEVENSON
ADDRESS 413 LIBBY LANE
FLOOR _____ ELEV. _____ TEL. 976-9180
CITY LEXINGTON STATE SC
NOTIFICATION OF WEIGHT & CHARGES
SHIPPER REQUESTS NOTIFICATION OF ACTUAL
WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐
NOTIFY _____ TEL. _____
ADDRESS _____

CONSIGNED TO _____
ADDRESS 207 Cambridge Cir (803)
FLOOR _____ ELEV. _____ TEL. 873-0489
CITY Summerville STATE SC
PREPARED DELIVERY (DATE) _____
OR PERIOD OF TIME _____

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR
CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES
POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK
WILL NOT BE ACCEPTED.

RECEIVED _____
SUBJECT TO _____ ROUTING _____
GENERAL CONDITIONS _____

RATES, RULES AND REGULATIONS IN

TARIFF _____ SEC. _____

INVOICING

GOVT. B.I. No. _____
BILL CHARGES TO _____

THIS SHIPMENT WILL MOVE SUBJECT TO
THE RULES AND CONDITIONS OF THE CAR-
RIER & TARIFF. ALL TERMS PRINTED OR
STAMPED HEREON OR ON THE REVERSE
SIDE HEREOF, SHIPPER HEREBY RELEASES
THE ENTIRE SHIPMENT TO A VALUE NOT
EXCEEDING _____ THE CARRIER'S LI-
ABILITY FOR LOSS AND DAMAGE WILL BE AS
PER LB. PER ARTICLE UNLESS A GREATER
AMOUNT IS SPECIFIED BY THE SHIPPER.

SIGNED Rebecca C. Stevens
Shipper 2-28-08

TIME RECORD

START _____
FINISH _____
AM AM Customers Initials
PM PM Customers Initials
JOB HOURS _____
TRAVEL TIME _____
TOTAL HOURS _____

TRANSPORTATION SERVICES

HOURLY CHARGE

STRAIGHT TIME

VAN(S) _____ MEN _____ HOURS AT \$ _____ PER HR.

OVERTIME SERVICES

VAN(S) _____ MEN _____ HOURS AT \$ _____ PER HR.

TRAVEL TIME HOURS at \$ _____

OTHER CHARGES _____

OTHER CHARGES _____

PACKING _____

INSURANCE _____

TOTAL _____

DATE DELIVERED _____

DRIVER _____

WEIGHT AND SERVICES

☐ SPACE RES. _____ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE _____

☐ EXCL. USE OF VEH. _____ CU. FT.

GROSS 23600 TARE 16620 NET 6980 RATE CHARGES
TRANSPORTATION _____ MILES 29.50 2059.10
ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE) _____
ADD'TL. TRANS. (SURCHARGE) _____ ORIG. _____ DEST. Excl 13.00 267.68
EXTRA PICKUPS OR DELIVERIES NO. 1 BY _____
AT Plunks Corner, SC 58.75
EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS _____
PIANO HANDLING: OUT ☒ IN ☒ HOIST 81.50
ADD'TL. LABOR _____ MEN FOR _____ MAN HOURS _____
WAREHOUSE HANDLING _____
TRANSIT STORAGE: FROM _____ TO _____
S.I.T. VALUATION CHARGE _____

APPLIANCE SERVICES

ORIGIN DUE

DEST. DUE

OTHER CHARGES

CARTAGE: TO WHSE	FROM WHSE	ORIG	DEST	QTY	QUANTITY	CHARGE
BARRELS				5	9	36.75
CARTONS	LESS THAN	1 1/2			24	8.50
CARTONS		1 1/2			5	13.00
CARTONS		3			15	16.00
CARTONS		4 1/2				
CARTONS		6				
CRIB MATTRESS				1		9.00
WARDROBES (USE OF)				2		17.75
MATTRESS CARTON NOT EXCEEDING 39 x 75				6		14.50
MATTRESS CARTON NOT EXCEEDING 54 x 75						
MATTRESS CARTON EXCEEDING 54 x 75				3		20.00
CRATES	MIRROR CARTONS					28.00
TOTAL PACKING						
TOTAL CHARGES CHSE					PPD	C.O.D.
TOTAL CHARGES						3740.28

PREPAYMENT: COLLECTED BY _____

BALANCE DUE: COLLECTED BY _____

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON RECEIPT AND SERVICES

ORDERED WERE PERFORMED

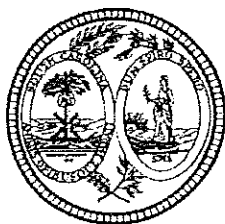
REC'D FOR STORAGE N/A WAREHOUSE _____ CONSIGNEE Rebecca C. Stevens

BY _____ PER _____ DATE 2-28-08

WHITE-ORIGINAL

CANARY-SHIPPING ORDER

PINK-CUSTOMER COPY



Charles L.A. Terreni
Chief Clerk/Administrator
Phone: (803) 896-5133
Fax: (803) 896-5246

The Public Service Commission State of South Carolina

COMMISSIONERS
G. O'Neal Hamilton, Fifth District
Chairman
C. Robert Moseley, At-Large
Vice Chairman
John E. "Butch" Howard, First District
David A. Wright, Second District
Randy Mitchell, Third District
Elizabeth B. "Lib" Fleming, Fourth District
Mignon L. Clyburn, Sixth District

Docketing Department
Phone: (803) 896-5100
Fax: (803) 896-5199

March 14, 2008

TO: Mr. Kenneth E. Eheman
Wyrick, Robbins, Yates and Ponton, LLP
P O Drawer 17803
Raleigh, NC 27619

In Re: Application for Transfer of Cardinal Moving & Storage, Inc.

FROM: Janice Schmieding, Docketing Department

YOUR APPLICATION IS BEING RETURNED FOR THE FOLLOWING REASON(S):

XXX Insurance Quote – Form Enclosed - Needs to Be Completed and Submitted with the Application.

XXX Failed to Submit Bills of Lading showing the past year's operations of the Company (One per month for the last twelve months is sufficient)

XXX Failed to Submit Certificate Regarding Debts (Form enclosed)

XXX Other: Applicant is required to have a South Carolina Licensed Attorney or a North Carolina Attorney admitted Pro Hac Vice in South Carolina to appear before the Commission. (See also Regulation 103-804 (T)(1)(b). Please refer to Regulation 103-135 for a complete list of requirements for the Transfer Application.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CALL (803) 896-5240.

cc Carole Chauvin, Office of Regulatory Staff (via e-mail)